

The Solicitors' Journal.

LONDON, NOVEMBER 5, 1881.

CURRENT TOPICS.

MR. R. H. LEACH, the Senior Registrar of the Chancery Division, has been granted further leave of absence until Christmas.

WE UNDERSTAND that Mr. J. N. HIGGINS, Q.C., will in future attach himself to the court of Mr. Justice KAY.

BY ARRANGEMENT with the leading counsel present in the Court of Appeal, sitting at Westminster on Wednesday last, final appeals will not be taken at Lincoln's-inn till Monday next.

WE UNDERSTAND it has been arranged that, in the absence of the Lord Chancellor, Lord PENZANCE will preside at the sittings of the House of Lords for hearing appeals during the present month, and that Lord CAIRNS will preside at the sittings during December.

THE TRIAL OF LEPROY will probably rank among the increasingly and inordinately lengthy criminal investigations of recent times, but some exaggerated statements have appeared as to the number of witnesses to be examined. We understand the number to be called by the prosecution is 69.

IT IS UNDERSTOOD that progress is being made with the scheme for placing the funds paid into court in the Queen's Bench Division under the control of the Chancery Paymaster, and it is probable that as soon as the new rules rendered necessary by the transfer have been finally settled, the change will be effected.

THE FOLLOWING are the rooms in the Royal Courts of Justice now occupied by the Chief Clerks of Mr. Justice CHITTY:—Mr. BURNEY is placed in room No. 252; Mr. HAWKINS in room 315; and Mr. MARSHALL in room 303. The rooms of the junior clerks in each division are contiguous to those of their respective Chief Clerks.

THE PROMOTION of Mr. Justice LINDLEY to the Court of Appeal deserves the plaudits bestowed upon it in the daily press. It is necessary to have judges of learning in that court, and the new Lord Justice is a judge of great learning, and not less distinguished by common sense, fairness of mind, and unvarying courtesy. The appointment of Mr. FORD NORTH, Q.C., to the judgeship in the Queen's Bench Division vacated by Lord Justice LINDLEY occasioned a little surprise when it was first announced. But it is only fair to add that the more his appointment has been thought over the less is the surprise, at any rate in Lincoln's-inn. Mr. NORTH, during almost the whole of his career, has had a large and important practice, and in the last few years he has shown considerable skill and ability as a leader in one of the more stirring and active courts of the Chancery Division. As a junior Mr. NORTH was especially noted for the neatness and precision of his draftsmanship both in conveyancing and in drawing pleadings. The qualities which produced these merits continued to be seen in his arguments while within the bar, and they will, no doubt, do him good service on the bench. It is too much to ask of every newly-made judge that a great career shall seem a certainty for him. It is something to feel sure, as we do in the present case, that the new judge will prove a good, serviceable, working member of the court.

THE MANCHESTER TRIBUNAL OF ARBITRATION is now, it appears, in full working order, so far, at least, as regards arbitrators, rules, and scale of fees. But sad to say, although there are numerous judges doubtless eager to leave their mills and counting-houses, and to forsake the dull routine of making money; although there are rules framed on the attractive principle of "making as little regulation as possible"; although there is a scale of fees "arranged in a spirit of economy," the public display a shocking lack of appreciation of these advantages. There is one suitor only before the court. Now, although a good deal may be done in the way of lengthening out the hearing of a single case, an end must come sooner or later, and then there confronts us the sad spectacle of judicial machinery standing idle for want of raw material. The question which now must press seriously for consideration by the promoters of the new tribunal is how to ensure a constant supply of controversy. It appears to us that they might take a hint from the practice prevalent elsewhere. It is, we believe, usual to present a book to the first couple married in any church or chapel. Now if the promoters would present a handsomely-bound copy of the Conveyancing Act, 1881, to the originator of the "great first cause," at the same time suggesting that the tribunal will be ready to discuss points of doubt arising under that Act, we think there would be a reasonable prospect of occupation for the Tribunal.

THERE IS A GROWING ANXIETY among a large class of solicitors as to the course which will be taken by the Council of the Incorporated Law Society with reference to settling the scale under the Solicitors' Remuneration Act. The council ought to have, and no doubt will have, through its president, a leading part in settling the general order which will prescribe and regulate the remuneration of solicitors in conveyancing matters. And before the order is made the whole council will have an opportunity of considering its proposed provisions, and making observations and suggestions thereon, which must be taken into consideration by the framers of the order before it is made. We agree with our correspondent ALQUIS (who, by the way, does not belong to the "smaller fry" of whom he speaks) that no one supposes the council will consciously ignore or slight the interests of the humbler members of the profession. But there is a widespread feeling that a body composed mainly of partners in large firms, whose business lies chiefly in large transactions in which a very small percentage will be remunerative, may not be fully aware of the amount of labour and anxiety involved in those comparatively small transactions which form the staple of the business of the great majority of solicitors. It will be a fatal mistake to propound a compulsory scale of remuneration on purchases which, like the last voluntary scale, actually gives, on a small purchase, less to the solicitor for all the labour and responsibility of investigating the title, &c., than the auctioneer receives for the mere sale. Perhaps we may be permitted to suggest that it is above all things desirable that the president of the Incorporated Law Society, and the president of the country law society, who is to be his colleague on the committee, should be thoroughly at one as to the scale to be allowed in small transactions. Divided counsels will inevitably lead to disaster.

THE SOLEMN CEREMONY of the presentation and swearing of the Lord Mayor, which will take place on Wednesday next in the Queen's Bench Division of the High Court, is dealt with somewhat singularly by the Judicature Act of last session (44 & 45 Vict. c. 68). By section 17 of that Act it is enacted that "the presentation and swearing of the Lord Mayor of the city of London, which has heretofore taken place in the Court of Exchequer at Westminster after every annual election into that

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office, pursuant to charters granted by her Majesty's royal predecessors to the citizens of London, and to" 24 Geo. 2, c. 48, "shall henceforth take place in the Queen's Bench Division of her Majesty's High Court of Justice, or before the judges of that Division at the same time and in the same manner as hath been heretofore accustomed in the Court of Exchequer." Turning to 24 Geo. 2, c. 48, s. 11, we find it there recited that the charters direct that "the Mayor of the city of London, after he is chosen, shall be presented and sworn before the King or Queen of England in their Court of Exchequer, or before the barons of the said court," and it is enacted that the "solemnity of presenting and swearing in the manner and form heretofore used on the twenty-ninth day of October shall be kept and observed on the ninth day of November in every year." It may be doubted whether the new statute ensures all the solemnity of the old one. The old statute, read with the recited charters, expressly provides for the Lord Mayor being received either by the Sovereign in person or by the barons. The new one leaves it a little doubtful whether a presentation to and swearing before an officer of court would not be equally valid with a presentation to and swearing before the judges; for, says the statute, the presentation and swearing are to take place in the Queen's Bench Division or before the judges of that Division. The oration, in delivering which the late venerable Chief Baron used to take so much delight, may, we hope, be considered to be permitted rather than required by the statute.

WE OBSERVE that Mr. Justice WATKIN WILLIAMS has been making some observations to the grand jury at the Exeter Assizes with regard to the present system of holding four criminal assizes yearly. He observes that there seems to be an absurdity in the present arrangement by which the quarter sessions are held one week, and a week or two afterwards a similar machinery is brought into play for the purpose of trying what, with very few exceptions, is a very similar class of prisoners. We think that every person familiar with the course of criminal practice must have felt this. The cases that come before the judges at assizes are not, in many cases, necessarily more difficult, nor do they necessarily involve heavier punishments, than those tried at quarter sessions. A larceny may be as difficult a case as a perjury, and if there is a previous conviction, may involve penal servitude. In the one case our system requires the highest judicial capacity, with all the pomp and ceremony of the assizes; in the other, some muddle-headed local magnate, without the slightest judicial training or capacity, may preside. The suggestion of the learned judge is, that there should be some sort of an amalgamation of the sessions and assizes; that they might be held together quarterly, and if it were thought necessary by the local authorities to have the assistance of a judge of the High Court of Justice, they could demand it, but if not, they need not do so. This would obviate the inconvenience, loss of time, and trouble involved in having a double machinery for similar purposes. This suggestion is worthy of consideration, but the learned judge, of course, throws it out quite in the rough, and, before deciding as to its desirability or otherwise, it would be necessary to know in detail how it was proposed to fill in the sketch.

The learned judge suggests that it would be a great advantage to the judges, as well as to the local magistrates, that they should be associated together in the administration of the law of the country. We do not know whether the learned judge had any definite idea in his mind when he made this somewhat complimentary remark to the grand jury, but we fail exactly to see the meaning of it. A chairman of quarter sessions trying a case in one court, and a judge trying a case in another, cannot, as far as we can see, derive much advantage from their mutual proximity. The former might occasionally consult the latter if puzzled by any point of law, but we doubt whether this would really prove of much advantage in practice, and what advantage the judge can derive we are at a loss to see. So far as any benefit may be derived by the unpaid magistracy from observations of the judicial demeanour and impartiality of the judges, they have opportunities of observing those characteristics already at assizes, and would have less opportunity if occupied at assizes by judicial duties of their own. The opinion which we have often expressed before,

and which we continue strongly to hold, is that our present system of allowing the characters and liberties of our fellow subjects to be disposed of at quarter sessions under the guidance of persons totally destitute of special training or fitness, is in reality nothing short of a public scandal, and could not long continue could public attention be sufficiently awakened to it. The appointment of competent paid professional chairmen to preside at sessions, men whose knowledge and position would enable them to deal with all but cases of murder or other cases of very exceptional difficulty or importance, is, in our opinion, the proper mode of economising the time of our judges in this respect. We fear the amalgamation of sessions and assizes would be an obstacle to the success of such a course, because we contemplate men of position in practice taking such appointments, as in the case of recorders. And if the sessions and assizes were held together, there would be a difficulty about this when civil business was taken at assizes. The subject needs, and as it seems to us, must soon receive, consideration in connection with the general judicial arrangements of the country.

THE ACT OF THE LATE SESSION, "to amend the law of Coroners in Ireland," 44 & 45 Vict. c. 35, deserves the attention of the legal profession. It will be remembered that Sir R. Cross's Consolidation Bill of 1879, which applied to England only, restricted the office of coroner to barristers and solicitors. Any hopes which may have been founded on this measure have been doomed to be disappointed, for when we read the Irish Act of which we speak we find that any person who "is duly qualified to practice medicine or surgery, and registered as such under the Medical Act of 1858, or any Act amending the same," is qualified to be elected coroner equally with a barrister, solicitor, or justice of the peace. It is left, therefore, to the electors, who, in Ireland, by 9 & 10 Vict. c. 37, s. 8, are those who enjoy the county parliamentary franchise, to decide whether a doctor or a lawyer is a proper person to fill the post. The Act 44 & 45 Vict. c. 35, also abolishes the property qualification; prescribes an annual salary, equal to the average amount of inquests held for five years, in lieu of fees; cuts down the duration of the poll at elections from two days to one; provides for the payment of "poor" witnesses at a rate not exceeding two shillings a day, and empowers a coroner to discharge a jury in case of disagreement and summon a fresh one. In England, it will be remembered, that, in case of inability of a coroner's jury to return a verdict, the coroner is *functus officio*, unless agreement should be arrived at by the curious process of a lecture from the judge of assize in open court.

The following affecting sentiment was, says the *Central Law Journal*, Mr. Hunt's toast at the Ohio bar dinner:—"To Our Clients,—In the hours of our ardent desire to impart to others that deep knowledge of the law for which our years of student life and later experience so eminently qualify us, our client is there to listen and believe. In our hours of despondency and sorrow over untoward judgments and adverse verdicts, our client is there to receive our exhortations, because his proofs did not support his statements. In our hours of victory, when our hearts swell with the memory of our successes in verdict and judgment, lo, our client is there to wring our hand in congratulation and admiration—and pay our fee. And in our festivities, when the good things of this life, in meat and drink, are before us, and the bowl goes round and beauty smiles upon us, and we glow over the thought that our bank accounts are ample, and our communications with our clients have driven want for ever from our doors, what can be more fitting—more delicately and more beautifully appropriate—than that our clients should be remembered and toasted?"

In the Queen's Bench Division on Thursday, says the *St. James's Gazette*, before Grove and Bowen, JJ., Willis, Q.C., with whom was Murray, on behalf of the defendants in the case of *Nerlander v. Eddolls*, appealed against a decision of the judge of the Southwark County Court holding that a person not being a solicitor was entitled to recover the sum of two guineas for legal work done and disbursements made in connection with a case tried in that court. No one appeared in support of the decision. Their lordships were of opinion that the case came within the provisions of the Solicitors Acts, which prohibited unauthorized persons from recovering costs claimed by them for work done as agents in the preparation and conduct of causes in the county courts. The restriction was a most wholesome one, as it protected suitors from being made the victims of mere knaves who touted for business outside the county courts. If the restriction were removed, legal proceedings would be rendered no cheaper; on the contrary, the costs would be much increased by allowing any person to make any charge he chose, which would not, like a regular solicitor's bill, be subject to the taxation and the control of the court. In these circumstances the decision of the county court judge must be reversed.

THE NEWSPAPER LIBEL ACT.

THE provisions of the Act passed during the last session, intitled, somewhat clumsily, the Newspaper Libel and Registration Act, introduce important changes in the law relating to libel. These provisions illustrate very forcibly the disadvantages arising from the piecemeal mode of legislation which unfortunately is scarcely avoidable owing to the rapidly fluctuating exigencies of modern civilization. It is impossible that the law should preserve anything like breadth and symmetry of general structure, exposed as it is to this constant patching and paring. But the legist or student who would fain approach the law from a scientific point of view must admit with a sigh that the law was made for men, not men for the law. It is like the case of an old country house; the original design has been entirely lost sight of; the lines and idea of the old structure can hardly be conjectured, what with wings added here and stories there; but, after all, houses are meant to be lived in, and the successive owners were obliged to make elegance and symmetry subservient to use.

The first thing that strikes one with regard to the Act is that it obviously arose out of certain definite exigencies in connection with the newspaper press, and that little or no attempt was probably made to consider the matters directly aimed at in their relation to the law of libel in general. The worst of legislation of this sort is that it necessarily involves a possibility of entirely dislocating the structure of the law on a particular subject, and of introducing violent anomalies and inconsistencies. Newspaper proprietors, publishers, and editors now stand on a different footing in certain respects from that of other persons with regard to the law of libel. It may be right that they should do so, but we doubt whether the question has ever been duly weighed from this point of view, the object having merely been from time to time to free that particular class of persons from hardships against which they were, perhaps justly, clamorous.

The 2nd section of the Act provides that any report published in any newspaper of the proceedings of a public meeting shall be privileged, if such meeting was lawfully convened for a lawful purpose and open to the public, and if such report was fair and accurate and published without malice, and if the publication complained of was for the public benefit; provided always that the protection intended to be afforded by this section shall not be available as a defence in any proceeding, if the plaintiff or prosecutor can show that the defendant has refused to insert in the newspaper in which the report containing the matter complained of appeared a reasonable letter or statement of explanation or contradiction by or on behalf of such plaintiff or prosecutor. The words appear to be taken *verbatim* from the report of a Select Committee of the House of Commons appointed to consider the subject. A great many questions will necessarily arise on the wording of this section, and it appears to us that the restrictions involved by some of the words will very much cut down the scope of the protection afforded. What meetings may be said, in this relation, to be open to the public? Many of the meetings as to which such questions have arisen in the decided cases, and the proceedings of which are commonly reported, especially in country newspapers, are not, we apprehend, open to the public. Is a political meeting, to which the admission is by ticket only, open to the public? We do not suppose that meetings of vestries, boards of guardians, other public boards, and such like, are open to the public in fact. Nor, again, are meetings of shareholders, subscribers to large charities, and other similar meetings. It seems doubtful whether any meeting to which there is not absolutely free admission to any member of the public who chooses to apply for it can be said to be open to the public.

The provisions that the report must be fair and accurate, and published without malice, do not present much difficulty. The question whether the publication was for the public benefit may, no doubt, give rise to difficulty, but the same question arises in the case of a plea under Lord Campbell's Act to an indictment for libel, and a jury may be trusted to deal reasonably with such a question. More difficult questions will arise as to whether letters or statements of explanation or contradiction tendered to the newspaper by the plaintiff or prosecutor are reasonable. An editor will sometimes be placed in a difficulty. It will not unfrequently happen that the letter or statement so tendered will itself contain a

libel. Of course if such libel is wholly unconnected with the subject-matter of the original libel it would, we should think, make the letter or statement of explanation or contradiction unreasonable. But it may often happen that it is incidental or necessary to the vindication of the party libelled that he should accuse his accuser. If A. at a public meeting accuses B. of misapplying funds, a letter of contradiction alleging that A. was once guilty of adultery would be clearly inadmissible; but how if it is a necessary part of B.'s explanation to allege that A. was the party who misapplied the funds? Thus our editor will be placed in a delicate position.

The 3rd section of the Act is one which will be very beneficial. It prohibits the commencement of any criminal prosecution against a newspaper proprietor, publisher, or editor for libel without the allowance of the Director of Public Prosecutions, or in Ireland of the Attorney-General. We adverted some time ago to the necessity for some check on the power of the private individual to set the Crown in motion in cases of criminal prosecutions for libel, and it appears to us that this check will prove most convenient and salutary. But here the objection to the piecemeal character of the legislation which we before put forward again arises. Why should this protection be confined to newspaper proprietors and editors? We can imagine many cases in which well-meaning persons may have unfortunately brought themselves within the law of libel without much, if any, moral blame attaching to them, and against whom it is not right that a criminal prosecution should be instituted to gratify private malice and vindictive feeling. We do not see, inasmuch as libel is the subject both of civil and criminal proceedings, why in any case the uncontrolled discretion of a private individual should be allowed to determine whether the nature of the case calls for the vindication of the public right, and consequently the application of criminal law.

The 4th section of the Act, as we recently pointed out, may be said to be a section reversing the decision of the Queen's Bench Division in *Reg. v. Carden* (L. R. 5 Q. B. D. 1). It provides that a court of summary jurisdiction, upon the hearing of a charge against a proprietor, publisher, or editor, or any other person responsible for the publication of a newspaper for a libel published therein, may receive evidence as to the publication being for the public benefit, and as to the matters charged in the libel being true, and as to the report being fair and accurate, and published without malice, and as to any matter which, under this or any other Act or otherwise, might be given in evidence by way of defence by the person charged on his trial or indictment, and the court, if of opinion, after hearing such evidence, that there is a strong or probable presumption that the jury on the trial would acquit the person charged, may dismiss the case. Again, with regard to this provision, the objection before urged arises. The power of pleading the defence to which this section relates was given by Lord Campbell's Act, and it is not confined to cases of newspaper libels, but applies to all defendants in criminal proceedings for libel. In *Reg. v. Carden* it was held that the magistrate, upon the preliminary inquiry, has no power to inquire into the matters which constitute such a defence, because it is only on plea pleaded by the terms of Lord Campbell's Act that the truth of the libel becomes material. This decision must be taken to stand as to cases other than those dealt with by the section of the Act we are discussing. Therefore, in the case of a newspaper proprietor or other such person connected with a newspaper as mentioned in the section, the magistrate can inquire into the truth of the libel, and whether its publication was for the public benefit; in the case of any other person he cannot. Take the case of a person writing a libellous letter to a newspaper and being indicted with the editor for the libel. The magistrate apparently, on proof of the publication of the libel, is bound to commit the one for trial, whereas in the case of the other he must go into the further question arising upon the defence that the libel was true, and that it was for the public good that it should be published, and may come to the conclusion that he ought not to commit for trial. This seems to be an anomaly.

The Act provides for a summary conviction and fine in cases of libel where the defendant consents to the case being summarily dealt with, and also brings libel within the Vexatious Indictment Act. The provisions of the Act with regard to the registration of newspapers deal with matters of machinery, and have already been discussed in our columns.

THE PROCEDURE COMMITTEE'S REPORT.

III.

A FURTHER portion of appellate jurisdiction is cut out for the Court in Banc, namely, appeals from chambers in the Queen's Bench Division.

"Similar considerations have led us, on the whole, to the conclusion that the interlocutory appeal from the judge at chambers in the special cases in which, under resolution 9, it will be allowed should be to the Court in Banc, which must, as we have seen, exist for some purposes, and which can transact the appeals from judges' chambers more expeditiously, and probably with less expense to the suitor, than the Court of Appeal."

Hence it is proposed as follows:—

"8. The appeal from a master shall be to a judge in chambers.

"9. The appeal from a decision of a judge at chambers shall be to the Court in Banc; such appeal shall only take place, in cases of special difficulty and importance, when allowed by the judge giving the decision, or with special leave of such court.

"As the jurisdiction of the judge at chambers extends beyond matters of procedure, the following resolution was necessary:—

"10. The resolution as to limiting appeals from a judge in chambers shall apply to matters of procedure and practice only."

We are at present concerned with these resolutions only so far as concerns the appeal from chambers, but we quote the whole that the scheme may be seen in its connection and entirety.

Now, with much care and trouble a uniform code of procedure for the Queen's Bench and Chancery Divisions has been twice provided. First, by the schedule of rules attached to the Judicature Act, 1873; secondly, in what must be assumed to be an improved shape, by the rules attached to the Judicature Act, 1875. Not only this, but numerous additional rules and numerous decisions have further explained and enlarged these rules, the Court of Appeal performing the useful function of upholding a uniformity of practice. It is now proposed to throw this machinery out of gear; and not, indeed, to cancel what has been done, but to provide means for its cancellation, and to draw the procedure into separate lines, by creating two distinct Courts of Appeal for the Queen's Bench and the Chancery Divisions, the latter of which is to continue as now to be the Court of Appeal and the former a court composed of judges of the Queen's Bench Division, the one composed of judges of higher, the other of judges of less rank and authority, yet the one of less rank and authority not bound (as it certainly would not in the proposed state of things be bound) to follow the decisions of the one of higher rank and authority.

This is so strange a result that the very statement of it is enough to throw doubt on the proposal; and, if this is the only alternative, it would seem better to retain the present system.

If the object is to lessen the number of appeals on matters of practice in the Queen's Bench Division, this might be readily done by taking away the appeal to the Divisional Court, and sending the litigant direct to the Court of Appeal. But although this would reduce by half the number of hearings of those cases which now reach the Appeal Court, and would certainly not add to the business of that court anything like the number of those which now go no further than the Divisional Court, it would undoubtedly increase very materially the number of cases which the Appeal Court would have to consider. And although the strong reluctance now entertained by that court to occupying its time with these matters is, to a great extent, due to their consciousness that almost every hearing by them of a matter of practice is a *third* appeal, with a *fourth* set of costs, that reluctance would probably still continue if the ground of objection were lessened by the hearing being only a *second* appeal. For even now these appeals interrupt the regular course of business; if increased in number they would do so still more. They also consume the strength of a court, which thinks, perhaps truly, that it might be better occupied than in hearing matters of secondary importance.

But, on the other hand, it would be a most serious misfortune if the controlling action of an appellate court acting for both Divisions were removed.

There is, however, another point to be considered. It is believed by many, and the present proposals seem to exaggerate this view to the highest point, that the course of procedure in the two Divisions ought, in some respects, to run in different lines. Why,

is not so plain. It has been stated by a very eminent judge of the Chancery Division, that two-thirds of the cases which come before him are pure common law cases. Why, then, should it have been laid down by the same learned judge that the mere circumstance of an action being brought in the Chancery Division is a sufficient reason for following a different practice as to discovery from that sanctioned by the Court of Appeal in the other Division? Some may think that interrogatories may often be quite as idle and mischievous in the former Division as in the latter. But at any rate the opinion is held; and it may be that different rules on some points should prevail in different classes of actions, though not in actions distinguished by this rude and inaccurate classification. But clearly the distinction should be minimised, and its limits should be carefully laid down. It is submitted that these objects would be best attained if worked out by a court of appeal for practice more constant in its constitution than the present court (a quality, however, in which the present Court of Appeal surpasses that which is proposed by the Committee for one merely of the Division), and in which the two lines into which practice tends to separate might be equally represented, and by whose decision all judges would be bound. The advantages of a court constant in its elements may be well illustrated by what took place when the Judicature Acts first came into operation. It happened that for some months the business at the chambers of the Queen's Bench, Common Pleas, and Exchequer Divisions was transacted by that very experienced and able judge, Lord Justice (then Justice) Lush; and during his rule the practice was rapidly assuming a clear, consistent, and practical shape. But no judge can be expected to remain always at this harassing work, and on his removal from chambers, under a succession of judges rapidly changing, and in a kind of judicial work where no judge considers himself bound by precedent, the practice quickly began to fall to pieces, and everything went into confusion. We have, then, a reason why for practice there should be a court of appeal as constant in its elements as can be reasonably attained, and one where each kind of practice (as things now stand) should be equally represented by experience and knowledge, but neither be predominant by a casting vote. In such a court, if anywhere, a serious attempt might be reasonably anticipated to establish, so far as possible, a uniformity of practice, and to discriminate carefully the classes of cases in which, if that were found necessary, different rules should prevail. There would be no difficulty in constituting such a court from the judges of appeal; and the reason above stated points to a court of two members of the Court of Appeal, selected by the court for that purpose, continuing to exercise their function without change for a reasonable length of time (say three months), and changed alternately, so that the tradition might continue constant. Further, it is manifestly desirable that the questions of practice should be rapidly disposed of, and should not either be themselves delayed by the rarity of the occasions when the court sits to take such business, or, by their interposition, distract and disarrange, as they do now, the order of other appeal business. And this end would also be attained by the existence of a court whose primary function would be to transact such business. It is further desirable that the judges of such a court should be members of a comparatively small body, so that in the event of new and doubtful points arising, which may occasion a difference of opinion, the general sense of its members may be taken with the less difficulty. And this condition would also be answered by the court now proposed.

If, however, the Court of Appeal cannot be raised to such a strength as to allow of two judges being withdrawn from it for this purpose, the same object might be effected, though less perfectly, by constituting the court of two judges of the High Court. Yet such an alternative could not be accepted without grave misgivings whether the results would be as favourable, or nearly as favourable. It is easy to speak of points of practice as subordinate and trivial; but, in fact, all who are experienced in the conduct of litigation know well that they are of the highest importance to the right and just trial of the matter litigated; and if judges of the Court of Appeal continue to be what they are now, in weight, knowledge, and in breadth of view, it is not easy to see why their power and ability should not be used to bring and keep into a coherent and steady shape so important a branch of law.

And there is this further consideration. Is it prudent or reason-

able that the judges of the Court of Appeal should be so far divorced from practice that they should have to take instruction in it from time to time when it happens to become important that they should know it? For the same reason that it is desirable that they should preside at the trial of causes, and for the very purpose of enabling them to preside efficiently, it may be urged that they should preserve a frequent and intimate connection with the whole course which is pursued by those matters, the substantial issues in which come before them for decision. It may be doubted whether their time could be better occupied.

But an objection may be raised to this proposal, founded on the well-known distrust with which a court of two is regarded. It is often said (and what is said represents the truth to a very large extent) that in such a court, if both judges are strong, they will differ; if one is strong and one is weak, the strong man absorbs the weak one, and if both are weak they only coincide in infirmity. The first is the dangerous case here, for it may be fairly assumed that the judges of the Court of Appeal are strong, though not all perfect equals in strength. But when the matter is looked at it will be found that what constitutes an objection when the matter for decision is a rule of substantive law, or the application of such a rule to facts, is removed or becomes a positive advantage when the matter in question is one of procedure. Such matters are not matters of strict logic but of practical convenience. A court which is to regulate and harmonize practice will not be one in which such strong individual views are likely to prevail. If there be a difference of opinion in the application of a rule to facts, the necessary result of having the decision affirmed will in this class of cases be a sufficient presumption of its correctness. If the court differ as to a rule, it will be almost a matter of course that, as has happened on several occasions, their ultimate decision will be that of others as well as of themselves, and the rule laid down will gain additional weight from that circumstance.

But we may, perhaps, adduce a stronger argument—namely, the provision of section 12 of the Judicature Act, 1875, which (in this respect varying the rule of section 53 of the Act of 1873) allows appeals in interlocutory matters to be heard before two judges only. Hitherto this provision has been practically a dead letter, because it is rarely convenient or possible to constitute a court of two without discharging a third from duty; but under the proposal we venture to make, the intention of the Legislature would have practical effect given to it.

But will there be any difficulty in supplying this court from the Court of Appeal? When the Court of Appeal came into full working order after the Appellate Jurisdiction Act, it numbered, excluding the Lord Chancellor, but including the Master of the Rolls, who sat frequently, and the three chiefs, who sat occasionally, nine members. It now numbers, still excluding the Lord Chancellor, but including the Master of the Rolls as a permanent judge, and the Lord Chief Justice, only seven members. At the former period then it was possible to find nine judges of the first rank and weight. Why will it be now impossible to find other nine of equal calibre? If then the Lord Chief Justice, who has other great and important duties to discharge, be omitted, there would remain eight working members—enough to form two courts of three for the hearing of ordinary appeals, and one court of two for hearing appeals on points of practice. So far no difficulty need be feared; and this gain will be effected, that the remaining Courts of Appeal, relieved from the hearing of practice cases, will be able to devote their whole time and energy to disposing without interruption of the ordinary work; which may, perhaps, be found to give other advantages which we have not here space to discuss.

We were lately favoured, says the *Scottish Journal of Jurisprudence*, with a sight of a proof copy of Mr. Curror's proposed "Agricultural Holdings (Scotland) Bill," and were much amused therewith. The errors and eccentricities of parliamentary draftsmen have often been adverted to, but we conceive that nothing similar to the following has ever been unearthed from the stores of forgotten or abortive pieces of legislation. This is what is given in the clause containing the definition of terms used in the Bill as the definition of *trespassers*:—"Trespassers" means the fauna of the country whether wild or domesticated, and includes mankind." The picture of the sporting farmer, fired with indignation against trespassers, going out to shoot "the fauna of the country" is irresistibly ludicrous; "which includes mankind" is a touch of genius quite unapproachable.

THE PRACTICAL EFFECT OF THE CONVEYANCING ACT.

VI.—COVENANTS FOR TITLE (*continued*).

BEFORE we sum up the practical results of our inquiries into section 7, the reader's attention must be directed to one of its provisions not yet noticed by us.

"(7.) A covenant implied as aforesaid may be varied or extended by deed, and, as so varied or extended, shall, as far as may be, operate in the like manner, and with all the like incidents, effects, and consequences, as if such variations or extensions were directed in this section to be implied."

There is nothing here said to restrict the deed varying the implied covenants to the deed in which the covenants are implied, and therefore it would seem that the covenants for title may be varied or extended at any time after the conveyance by a separate deed. The operation of a subsequent deed may be somewhat doubtful, but there seems to be no doubt that the implied covenants may be varied and extended at the pleasure of the parties, so that it be done by the deed in which the covenants are implied; and the varied or extended covenants are to operate in like manner, &c., as if the variations or extensions had been directed in the section to be implied. It would, therefore, seem that the incident of "running," not only "with the land," but with any part of the estate of the purchaser, will be attached to such variations and extensions. It is, therefore, a question of much interest what the expression "may be varied or extended" occurring in sub-section (7), may be taken to imply. Would it, for example, authorize the insertion in the conveyance of the ordinary covenants for title, accompanied by a declaration that they should be construed as variations or extensions of the implied covenants by virtue of section 7, sub-section (7)? If this suggestion should be found to be within the intention of sub-section (7), it seems to offer a method by which to avoid all the disadvantages which we are compelled to think inseparable from the implied covenants given in the Act, and at the same time to secure for the purchaser all the benefits offered by sub-section (6).

To sum up the effect of this section: From the point of view of the vendor the implied covenants given by the Act seem to offer him a slight advantage, carrying back the chain of covenants only to the last purchase for value, whether any covenants for title were then entered into or not. This is in accordance with the view which we have above expressed on the scope of the covenants; but we may mention that the learned authors of a recently published textbook doubt whether the words "except by purchase for value" import the restriction by us attributed to it, seeming to think that, in some cases, a covenant so qualified would "extend to the acts of every person in the chain of title who did not take the estate as a purchaser for value, notwithstanding the intervention of a purchaser for value." If this latter view be correct, the burden, in this respect upon the vendor will be very largely increased, instead of being a little diminished. The burden seems, at all events, to be increased for the vendor, by reason of his increased liability to be sued by sub-assigns of the purchaser for a breach of the covenants. So, at least, we understand the words of sub-section (6), "The benefit of a covenant implied as aforesaid . . . shall be capable of being enforced by every person in whom" the estate of the purchaser "is, for the whole or any part thereof, from time to time vested;" though it is not usual to speak of enforcing the benefit of a covenant. If our view be taken of the effect of the qualification, "otherwise than by purchase for value," these objections seem to be not of sufficient weight to induce vendors to show firmness in refusing the implied covenants if purchasers should strongly desire them. The difficulty of introducing the covenants into practice is, upon that hypothesis, likely to arise rather from the side of the purchaser. Putting aside, as unworthy of notice, the trifling saving of a few folios in the engrossment, we have to inquire what compensation they offer for their greater difficulties of interpretation as compared with the usual express covenants. There is little probability that the effect of their adoption will be to make the costs of the transaction less to the purchaser; for no one supposes that the scale to be settled under the Solicitors' Remuneration Act will afford a less remuneration to the solicitor carrying out the purchase than is afforded by the present practice. And while we admit that the purchaser gains something

from the increased facility of enforcing the covenants given by sub-section (6), we own that this seems to us to be one of those advantages which may be accepted as a gift, but are hardly worth buying.

VII.—"ALL THE ESTATE" CLAUSE.

In an early article we alluded to the peculiar distribution of subjects in the Act. We had then particularly in mind, among other things, section 63, which is as follows:—

"63.—(1.) Every conveyance shall, by virtue of this Act, be effectual to pass all the estate, right, title, interest, claim, and demand which the conveying parties respectively have, in, to, or on the property conveyed, or expressed or intended so to be, or which they respectively have power to convey in, to, or on the same.

"(2.) This section applies only if and as far as a contrary intention is not expressed in the conveyance, and shall have effect subject to the terms of the conveyance and to the provisions therein contained.

"(3.) This section applies only to conveyances made after the commencement of the Act."

We think it convenient to place together those parts of the Act which aim at effecting a direct change in the external form of conveyances.

We may plausibly suppose the design of the section to have been to insert the clause by implication in all those deeds in which, under the present practice, it is expressly inserted. But under the present practice, the clause is never expressly inserted in *leases*, in which, nevertheless, it would seem to be implied under the present section. By the interpretation clause, section 2, sub-section (v.), *conveyance*, unless a contrary intention appears, includes *lease*; and we fail in section 63 to discern any sufficient manifestation of an intention to exclude it. In section 7, "demise by way of lease at a rent" is specially excluded from "conveyance" by a special interpretation clause applying only to that section. This is a ground for concluding that in sections of the Act which contain no such special provision the general interpretation clause is intended to take effect. It would, therefore, seem that, after the commencement of the Act, every lease for years made by an owner in fee simple would be prevented from operating, under section 63, sub-section (1), as a conveyance of the whole fee only by the restriction contained in sub-section (2). Moreover, since the operation of sub-section (1) seems to be prevented only by a contrary intention being expressed, a doubt may be felt whether it will not be necessary, in every lease for years granted by a tenant in fee simple after the commencement of the Act, to insert an express clause to prevent the lease from operating as a conveyance of the whole fee.

VIII.—PRODUCTION AND SAFE CUSTODY OF TITLE DEEDS.

Section 9 is designed to shorten or to supersede the covenant often entered into by a vendor for the production of title deeds retained by him as relating to other property besides the property sold; and it is, therefore, closely connected with the parts of the Act which aim at effecting a direct change in the form of conveyances. The general plan of the section is remarkable, as approximating towards that which in our last article we suggested as offering a possible improvement upon the general plan of section 7; that is to say, it aims at adjusting the rights and liabilities of the parties by means of a code of rules without express reference to the form of a covenant. But it requires a written acknowledgment or undertaking as a condition precedent to the existence of those rights and liabilities, instead of conferring them by implication in the absence of an expressed intention to exclude them.

The first sub-section is as follows:—

"(1.) Where a person retains possession of documents, and gives to another an acknowledgment in writing of the right of that other to the production of those documents, and to delivery of copies thereof (in this section called an acknowledgment), that acknowledgment shall have effect as in this section provided."

Here we see nothing in any way to restrict the meaning of the word "person," or the word "another," or the word "documents"; or to connect the transaction with a sale or a conveyance of land or any other property. Only one condition seems to be necessary to constitute an acknowledgment under the sub-section—viz., that possession of the documents shall have been retained. We do not see how a person can be said to retain that which he never had; and therefore we do not think it clear that acknowledgments, within the meaning of the sub-section, could be given by the pur-

chaser of the largest lot, and recipient of the title deeds, at an auction to the purchasers of the smaller lots.

REVIEWS.

MERCHANT SHIPPING.

A COMPENDIUM OF THE LAW OF MERCHANT SHIPPING: WITH AN APPENDIX CONTAINING ALL THE STATUTES, ORDERS IN COUNCIL, AND FORMS OF PRACTICAL UTILITY. By FREDERIC PHILIP MAUDE AND CHARLES EDWARD POLLOCK, Barristers-at-Law. Fourth Edition. By the Hon. Baron POLLOCK and GAINSFORD BRUCE, Barristers-at-Law. Henry Sweet.

"The first edition of this work," we are told in the preface, "was published in 1853. It formed the labour of two young barristers, at a time when business either in court or chambers had scarcely begun to find them occupation." The present edition had made great progress so far back as 1870, but its completion was stayed by the death of Mr. Maude, to whose ability there is a graceful testimony paid in the preface, "and it was not till five or six years later that the work was taken up anew by the surviving author and Mr. Gainsford Bruce."

The result is now before us in two large and handsome volumes, the first being the "compendium" properly so called, and the second an appendix containing the text of all the statutes and Orders in Council "not ordinarily to be found except in the columns of the *Gazette*—with the exception of a few of minor importance"—having the force of law relating to merchant shipping, so as to be of service, "not only to the legal profession, but to consuls at foreign ports, commanders of Queen's ships, and shipowners, and others concerned in shipping."

It having been so long a time—seventeen years—since the last edition was published, we may perhaps as well criticize the book as if it were a new one, especially as no less than forty-three enactments connected with the subject appear from the appendix to have been passed since 1864.

And, first, the arrangement of chapters—"Title to Ships, The Owner, The Master, The Crew, The Pilot, Contract of Affreightment and its Incidents, Insurance, Hypothecation and Sale, Collision, Salvage, Towage, Wreck and Shipping Casualties, and Passengers"—seems to us to be good, except that "Towage" appears to be a little out of its place; the division of two of the chapters into parts is unfortunate, and the chapter on "Passengers" ought either to have been omitted in a compendium on "Merchant Shipping" or to have caused an enlargement of the title of the book. The sub-division of the chapters into sections is also neat and orderly, though it may perhaps be regretted that a simple and well-known mode of facilitating reference by placing the title of the sub-division at the top of each page has not been resorted to.

So much for the form of the book. With regard to the substance, shipping law being contained in a multitude of statutes, Orders in Council, and reported cases, the object of the compendium is to bring this tripartite law into one, so that the reader may find out in a page or two all that he wants upon a particular head. We have no hesitation in saying that this object has been attained. Here and there are instances—e.g., at pp. 63 and 162—of too full a statement of statutory law for a compendium; but, speaking generally, we find that the effect only of the statutes is succinctly and accurately stated. Where the exact words of a section, however, are reproduced at length, we miss the inverted commas which should tell the reader that the Legislature and not the text-writer is speaking.

The cases are also, generally speaking, very well treated, except that they are occasionally too much relegated to the notes (see, e.g., note f, at p. 320, relating to a "safe port"). In some instances also, as in that of *The Teutonia* (L. R. 3 A. & E. 394, 4 P. C. 171), we have too much statement of fact, and too little statement of principle. As an instance of a slip in the other direction, we find a bare reference to the important case of *Doolan v. Midland Railway Company* (L. R. 2 App. Cas. 792), and no mention made of the curious difference of opinion, arising out of the subject-matter of that case, between the English and the Irish courts. In the comments on the cases, which are careful, and are seldom absent where needed, we find too much aptness to "distinguish," and too much abstinence from pronouncing an opinion. Thus, where mutual insurance associations are dealt with (p. 443), it is by no means easy to see what the view of the authors, if they have one, is.

Upon the general style of the work it is difficult to bestow too high praise. It has that very rare combination of excellences—it is at once pleasant reading and accurate.

The second volume, or appendix as it is called, will be found of very great practical use. In addition to all the Merchant Shipping Statutes, it appears to contain some forty Orders in Council, some sixty forms, a most elaborate "General Table of Pilotage Authorities in England and Wales, showing the extent of the limits of the jurisdiction of each authority," &c., and a "List of Certain Ports in Scotland and Ireland with respect to which Statutory Provisions as to Pilotage exist." We can only regret that so almost complete a collection should have been marred ever so little by the omission of some minor Orders in Council.

(not so far as we can discover, particularized) and by the addition of that tiresome thing, a "supplementary appendix" of statutes of minor importance, and other matters.

PARLIAMENTARY COSTS.

PARLIAMENTARY COSTS—PRIVATE BILLS—ELECTION PETITIONS—APPEALS
HOUSE OF LORDS. By EDWARD WEBSTER, Esq. FOURTH EDITION. By
C. CAVANAGH, Barrister-at-Law. Stevens & Sons.

The last edition of Webster was published in 1867, and since that date there have been passed the House of Commons Costs Taxation Act, 1879, and the Act empowering Committees on Bills confirming Provisional Orders to award costs. As regards costs of election petitions, the matter in the last edition has, of course, become almost completely obsolete. The result is that a large part of the book has been re-written by Mr. Cavanagh. The portion relating to Costs of Election Petitions, which is entirely new, is well-arranged, and, so far as we have tested it, complete and accurate. The like may be said of part 3—Costs in Appeal Causes in the House of Lords. In the part of the book relating to Private Bill Costs, a table of the fees charged at the House of Lords has been added, which has been compiled with the assistance of the Receiver of Fees. In the section of the book on the Acts relative to the taxation, &c., of costs on private Bills, Mr. Cavanagh has inserted a cautious discussion of the effect of the House of Commons Taxation Act, 1879, on the decision of the Master of the Rolls in *In re Morley* (L. R. 20 Eq. 17), that the costs of applications to the Board of Trade for provisional orders under the Tramways Act, 1870, are to be taxed on the chancery and not on the parliamentary scale. His conclusion is that the decision has been practically overruled by the Act, and that all the costs of obtaining a provisional order are to be charged on the parliamentary scale. On the whole, we think that the reputation of Webster will not suffer in the new editor's hands.

COUNTY COURTS.

THE JURISDICTION AND PRACTICE OF THE COUNTY COURTS EXCLUSIVE OF ADMIRALTY AND BANKRUPTCY. By GEORGE WASHINGTON HEYWOOD, Barrister-at-Law. THIRD EDITION. W. Maxwell and Son.

This is a well-edited edition of a very good book. Mr. Heywood, referring in his preface to an objection we raised to his last edition, that the last chapter ought to be the first, admits that the logical position of the last chapter ought to be at the beginning of the volume instead of the end, but justifies his retention of his former arrangement by saying that it is convenient for his plan of grouping to put it last. We cannot say our objection is removed, but we are willing to waive it in consideration of the excellent arrangement of the chapters relating to the practice of the county courts. Our use in practice of the last edition has led us to form a very favourable opinion of Mr. Heywood's method of work. He does not shrink difficulties or abstain from the responsibility of offering practical hints for the guidance of the practitioner where no authoritative guide exists. We find the same characteristics in the present edition, and have pleasure in commending it to our readers.

THE LAWYER'S COMPANION.

THE LAWYER'S COMPANION AND DIARY, AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1882. Edited by JOHN THOMPSON, Esq., Barrister-at-Law. THIRTY-SIXTH ANNUAL ISSUE. Stevens & Sons; Shaw & Sons.

The commencement of the legal year brings with it this excellent legal annual. To those who have used it praise is unnecessary; to those who have not used it we can heartily commend it.

The state of business at *Nisi Prius* is, says the *Times*, as follows:—At the close of the summer sittings in Westminster there were left untried, of causes already entered, 46 special jury and 115 common jury causes, altogether 161; and there were afterwards entered 29 special jury and 245 common jury causes—total, 75 special jury and 360 common jury causes. In London the totals were 161 special jury and 144 common jury causes, making together 245. Since then many other causes have been entered, and in Middlesex the whole number now entered is 483, and in London 253.

In *State v. Morris* (47 Conn. 179), says the *Albany Law Journal*, a trial for burglary, for the purpose of showing that the offence was in the night, the State was permitted to introduce in evidence a copy of an almanac. In *Munshower v. State* (2 Cr. L. Mag. 320), an almanac was admitted to show the time of the rising of the moon on a given night. But in *Sutton v. Darke* (5 H. & N. 647), Pollock, C.B., said, *obiter*, "The almanac is part of the law of England. In *Regina v. Dyer* (6 Mod. 41), it is stated that all the courts agreed it was; but it does not follow that all that is printed in every printed almanac is part of it, as, for instance, the proper time of planting and sowing. Also in *Brough v. Perkins* (6 id. 81), it is stated that the almanac is part of the law of England; but the almanac is to go by that which is annexed to the common Prayer Book. Looking at that, I find it says nothing about the rising or setting of the sun, and I rather think that any information on that subject is quite recent."

CORRESPONDENCE.

THE SOLICITORS' REMUNERATION ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—Permit me to express my sympathy with "Nemo," who writes in your last week's issue. I do not for a moment suppose that the Council would consciously ignore or alight the interests of the humbler members of the profession in the matter referred to. But it takes little consideration to perceive that what may suit "Lincoln's Inn" well enough, may, by no means, work fairly for smaller fry, who form the vast majority, and to whom, moreover, the compulsory adjustment of law charges will be a much more serious thing than to the more fortunate few.

ALIIQUI.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the letter of "Nemo" in your last number, allow me to give two examples of the last scale of the Incorporated Law Society.

Take a mortgage of leaseholds for £500, upon which the mortgagee's solicitor would be entitled to £7 10s. for negotiating the loan, investigating the title, and preparing and completing the mortgage security. The commission on a similar mortgage for £300 would be £4 10s.

Can the above amounts be considered adequate remuneration for the work done?

J. H.

THE PROBATE AND DIVORCE DIVISION.

[To the Editor of the Solicitors' Journal.]

Sir,—Order 37, rule 3c, of the Rules of April, 1880, provides that in any affidavit made by two or more deponents, it shall be sufficient to state in the *jurat* that it was sworn by "both" or "all" the deponents.

Rule 3c provides that any alteration in the *jurat* to an affidavit shall be authenticated by the initials of the officer taking the same.

The officers of the Probate and Divorce Division decline to file any affidavit in which all the deponents are not named in the *jurat*, or in which there is any alteration in the *jurat*, although the alteration may be properly marked.

The ground of such refusal is that the above rules do not apply to the Probate and Divorce Division.

I am, of course, bound to presume that the officers are right; but why should not the same rules apply in all the Divisions?

H.

STAMP DUTY.

[To the Editor of the Solicitors' Journal.]

Sir,—Replying to the letter of "Inquirer," appearing in your last number, it will be found that the duties payable in the cases put are respectively—(a) £12 10s. (*ad valorem* settlement duty); (b) 10s.; and (c) 10s. (respectively *deed* stamps).

To offer a few observations in explanation and support of the above statement of the duties; it has first to be noted that "settlement" (*i.e.*, *ad valorem*) duty is payable in respect of "any definite and certain principal sum of money, . . . or any definite and certain amount of stock, or any security." So, therefore, real estate and chattels do not attract *ad valorem* or "settlement" duty, except in the rarely occurring case of the trusts extending to the raising out of such property a definite sum of money in favour of persons then (at the making of the instrument) in being. And, of course, in such case the duty does not attach to the real or chattel property, but to the sum of money to be raised out of it.

On the other hand, a definite sum of money secured to the trusts by covenant (or bond, or mortgage) has always officially been deemed (and correctly, I think) to be chargeable with the *ad valorem* duty in most cases of settlement, one of such being the case (a) put by "Inquirer."

November 1.

ANSWERER.

THE ROYAL COURTS BRANCH BANK OF ENGLAND.

[To the Editor of the Solicitors' Journal.]

Sir,—I am not aware that any notice has yet been inserted in your columns of the recent opening of a branch of the Bank of England in the new law courts, called the Law Courts Branch.

To this branch have been transferred the following accounts—*viz.*—

(1) The Paymaster-General for the time being on behalf of the Court of Chancery; (2) the Registrar of the Probate Registry; (3) the Registrar of Causes Cash Account; (4) the Registrar of the Admiralty Division of Her Majesty's High Court of Justice; (5) the Account of the Solicitors' Fund in the Queen's Bench Division of Her Majesty's High Court of Justice.

It is also understood, I believe, that ordinary banking business will be transacted by this branch, and Mr. John Douglas Finney, formerly sub-

agent of the Western Branch of the bank at Old Burlington-gardens, has been appointed agent.

I think it would be a convenience to the profession generally if these facts were more prominently brought to their notice by being published in your widely-read columns.

CITY SOLICITOR.

October 31.

[We announced the opening of the branch in our issue of the 8th ult., but we are glad to be favoured with our correspondent's fuller statement.—*Ed. S. J.*]

THE CONVEYANCING ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—May I trouble you with some remarks on two heads only of your vigorous criticism of the new Conveyancing Act?

The following paragraph in your comments on section 17 (p. 870 of your journal) seems to me to involve a fallacy:—

"It would seem also to follow, by similar reasoning, that a mortgagee who is entitled to the benefit of several mortgages, all executed before the commencement of the Act, will not be able to make any further advances after the commencement of the Act without stipulating that this section shall not apply to any mortgage securing such advances. Also he will not be able to accept a transfer of any mortgage, made after the commencement of the Act, which does not contain a like stipulation. For he would otherwise lose the benefit of his existing right to consolidate his existing mortgages."

I need not quote here section 17, which your readers will doubtless be able to refer to; but, as I read the section, its effect in the case you have put would be as follows:—A mortgagor seeking to redeem either of the earlier mortgages could still be met by a request to redeem the other, for neither of them is made after the commencement of the Act; but neither of the earlier mortgages could be consolidated with the later one, unless the latter contained an expression of a contrary intention. Is not this the true view?

Again, at pp. 895, 922, you appear to advise the retention of certain general words which are now used in conveyances to carry what are called "quasi-easements," and which, in section 6, the Legislature has attempted to render unnecessary. "Quasi-easements" seem to be of two kinds—firstly, what I may call dormant rights, or rights which have been extinguished by the union of two tenements and may be revived by apt words on a severance of the tenements; secondly, what I may call incipient or embryonic rights, those dependences of one tenement on another which, while both are in the same hands, are merely a part of the rights of property, but which draw breath, as full-grown legal easements, when, on the severance of the tenements, similar apt expressions are used. An easement of the former kind was revived (or, more accurately, re-created) by the words, "appurtenances . . . therewith usually held, used, occupied, or enjoyed," in *James v. Plant* (4 A. & E. 749); an easement of the second kind was created *de novo* in *Wardle v. Brocklehurst* (1 E. & E. 1058), by the words "all waters and watercourses used, occupied, or enjoyed with the premises." Now, by section 6 of the Act, a conveyance is to include, not all easements only, as your criticism implies, but all "easements, rights, and advantages whatsoever" which are "at the time of conveyance demised, occupied, or enjoyed with" the property conveyed. I think that with these words to rely on, we may safely allow general words to disappear altogether from our conveyances.

You have another objection to the words "at the time of conveyance" in section 6. "What are we to say," you ask at p. 923, "about appurtenances or reputed appurtenances, which admit of being altered, released, extinguished, or interrupted, between the time of making the contract and the time of making the conveyance? does it not seem that these would pass, if at all, not as they existed at the former time, but as they existed at the latter time?"

Undoubtedly; but the purchaser will see, as you say he does under the present practice, "that the conveyance expressly [or impliedly] includes all that he bargains for at the time of the contract." If any appurtenances for which he bargained are released between contract and conveyance, he will have exactly the same remedies as those which he now enjoys. The words which you disparage only mean that the conveyance shall not operate to pass what the grantor no longer possesses.

Lincoln's-inn, November 1.

G. C.

[As to the first part of our correspondent's remarks, we have nothing to say against his "true view"; but we cannot see how it conflicts with the passage which he cites from our article. What in subsection (3) can be the meaning of "the mortgages," except "the mortgages which the mortgagor seeks to redeem, and which, if an action is brought, are the subject of the redemption action?" Suppose a mortgagee to be entitled to the benefit of a number of mortgages (call them the old mortgages) all made by the same mortgagor before the commencement of the Act; and afterwards to get into his hands another mortgage (call it the new mortgage) made by the same mortgagor after the commencement of the Act and containing nothing to exclude the operation of section 17. We say that he would then lose his right to consolidate even the old mortgages. We do not mean that none of them will in fact ever be redeemed simultaneously; because it

might be to the interest of the mortgagor so to redeem some of them; but that the mortgagor will be able, by picking out those which he desires to redeem, and including among them the new mortgage, to prevent the mortgagor from consolidating the rest of the old mortgages. For by hypothesis one of the mortgages which he seeks to redeem is "made after the commencement of the Act."

With regard to *quasi-appurtenances*, our correspondent, in the earlier part of his remarks, seems not to have clearly remembered that our criticism expressly depended upon the insertion in the section of the words "at the time of conveyance." It is therefore beside the point to cite cases in which these or similar words do not occur. In our opinion the old-fashioned practice of inserting such words as "at any time heretofore," was proper to secure the re-grant of extinguished easements. This practice fell much into desuetude; but we see little objection to supplying the words by implication where they are not expressly excluded. Our contention was that they and their meaning are expressly excluded by the words of the section "at the time of conveyance."

As to the latter part of our correspondent's remarks on this subject, he will hardly contend that a purchaser with an implied grant such as is clearly given, according to his own showing, by the present practice, would not be in a better position than a purchaser with a statutory conveyance, which according to our view, would contain no grant at all. In this case even our correspondent seems to admit that the statutory conveyance will need to be supplemented by the insertion of an express grant. And he seems to forget that our remark was made subject to the hypothesis that purchases by open contract (which could not provide expressly for anything) should become a common practice.

We must add that, although we have printed our correspondent's letter (as we have noticed every letter yet received upon this subject), we must decline in future to insert letters upon articles which appeared too long ago for the context to be in the minds of our readers.—*Ed. S. J.*]

CASES OF THE WEEK.

APPLICATION TO ADVANCE APPEAL—NOTICE.—In the case of *In re A Solicitor*, before the Court of Appeal (Jessel, M.R., and Baggallay, Brett, and Lindley, L.J.J.) on the 2nd inst., an *ex parte* application was made to advance the hearing of an appeal relating to the taxation of costs. Jessel, M.R., said it was not regular to make such an application *ex parte*; it ought to be made upon notice.—SOLICITOR, W. H. Jackson.

ADMINISTRATION ACTION—CONDUCT OF PROCEEDINGS—RECEIVER—ACTIONS IN DIFFERENT BRANCHES OF COURT.—In a case of *Doud v. Hautin*, before the Court of Appeal on the 2nd inst., a question arose as to the conduct of the proceedings in an administration action. An action for the administration of the personal estate of an intestate was commenced in the court of Bacon, V.C., against the administrator, the plaintiffs being next of kin of the intestate, and an administration judgment was obtained. The administrator afterwards brought an action in the court of Hall, V.C., to administer the estate of another person to a share of whose estate the intestate was entitled, and in this second action a judgment for administration was obtained. Afterwards the administrator (the defendant in the first and the plaintiff in the second action) became a bankrupt. The plaintiff in the first action then applied to Bacon, V.C., for the appointment of a receiver of the intestate's estate, and for an order giving the conduct of the proceedings in the second action to the plaintiff in the first. Bacon, V.C., appointed a receiver, but refused the rest of the application. The plaintiff appealed from the refusal, and on behalf of the respondent (the administrator) it was urged that the ordinary practice of the court in such a case was to give the conduct of the second action, not to the plaintiff in the first, but to the receiver, and also that the application to change the conduct of the proceedings in the second action ought to have been made, not to Bacon, V.C., but to Hall, V.C., in whose court the judgment in that action had been obtained. The Court of Appeal (Jessel, M.R., and Baggallay, Brett, and Lindley, L.J.J.) held that the application had been made in the proper court, and that the second part of it ought to have been granted as well as the first. Jessel, M.R., said that the practice now is different from what it was in the time of Lord Eldon; the conduct of an action is never now given to a receiver. In the present case, the administrator having become a bankrupt, he was not a fit person to be a trustee or to conduct the second action, and the application to take the conduct away from him ought to have been granted as a matter of course. No opposition could have been raised to it by the bankrupt, who had no interest in the matter. The only person who had any interest in opposing the application was the solicitor of the administrator, by reason of his interest in the costs. The opposition had been improperly raised, and the respondent must pay the costs of the appeal. Brett, L.J., said he thought the application had been made in the proper court. Lindley, L.J., said that it could not be right that the bankrupt administrator should continue to have the conduct of the second action; the conduct ought to be given either to the plaintiff in the first action or to the receiver, and it was a mere matter of practice to which of them it should be given. SOLICITORS, H. W. Chatterton; R. M. & F. Lowe.

Mr. Justice North sat in Banc on Wednesday, when there was a large attendance of the equity bar to welcome the newly-appointed judge.

COUNTY COURTS.

ABERYSTWYTH.

(Before HOMERESHAM COX, Esq., Judge.)

Oct. 20.—*Aberystwith Mutual Ship Insurance Society v. Davies.*

The facts of the case appear from the judgment.

His Honour.—The plaintiffs in this case are a registered joint stock company, established in 1853, for the mutual insurance by the members of the society of ships belonging to the port of Aberystwith. The business was carried on under the rules contained in a deed of settlement dated the 30th of December, 1853. One of those rules, rule 53, authorized the directors "from time to time to make calls or demands of money upon the members in proportion to the amount of the respective sums for the time being insured." Another rule, rule 45, provided that no person should become a member until he executed the deed of settlement or some deed of accession thereto.

On the 1st of January, 1879, the defendant Eliza Davies, being the ship's husband of the ship *Sarah Davies*, paid to the society a deposit of £12 12s. for the purpose of insuring the sum of £340 in respect of the ship, and took a receipt from the society for that deposit. But Eliza Davies never executed the deed of settlement or any deed in accession thereto.

In December, 1879, the directors made a call of £1 2s. 6d. in the pound deposit, and they now sue the defendant Eliza Davies on that call. On her behalf it is contended (among other things) that she is not liable as she is not a member of the society, because rule 45 has not been complied with.

In several material respects the facts of the present case are similar to those of the case of *Edwards v. Aberystwith Mutual Ship Insurance Society* (L. R. 1 Q. B. D. 563). That case was heard in the Queen's Bench Division and subsequently, by way of appeal, in the Exchequer Chamber.

The plaintiff sought to recover a sum of money in respect of the total loss of a vessel. For the present purpose it is sufficient to quote the following passage from the judgment of Mr. Justice Blackburn, premising that the plaintiff was the equitable owner and one Davies the registered owner of the vessel:—"Davies acting as ship's husband first insured *The Hermione* for £1,000. The defendants accepted the insurance and received the premium; one or two years went by during which the defendants made calls upon the plaintiff as owner of *The Hermione* and a member of the society. But when the ship is lost the defendants refuse to pay the insurance, and it is contended that the plaintiff, who caused his interest in the ship to be insured, cannot recover for the loss as a member of the defendants' society, on the ground that he never in fact signed a copy of the articles. The answer is obvious: that as the directors chose to accept an insurance on *The Hermione*, and thereby made the owner a member of the society and treated him as such, and made calls on him as such, they are precluded from saying that he is not a member of the society."

The decision of the Queen's Bench was to this effect, and was upheld on this point in the Court of Appeal; though the decision of the Queen's Bench on a different point was reversed.

It appears to me that the present case is analogous. It is true that the position of the parties is reversed: that the insurance society are the plaintiffs and the owner is the defendant. But the principle involved is the same as in the case cited. The defendant having paid premiums on a policy cannot be heard to say that she is not a member of the society. If the vessel had been lost during the period covered by the policy, she could have sued successfully for the sum for which she was insured. There would be a want of mutuality if the one party to the contract were liable to fulfil it and not the other. I am clearly of opinion that, though the defendant did not sign the document mentioned in rule 45 of the society's rules, she is liable on the contract.

Then it was urged that, as the vessel was not classed, she was not a proper subject for insurance. But the defendant cannot take advantage of her own wrong; having chosen to insure the vessel she cannot turn round and say she was not fit to be insured.

I am of opinion that the policy, notwithstanding technical informalities, was valid, and, therefore, the judgment will be for the plaintiff, with costs.

OBITUARY.

MR. WILLIAM SMITH.

Mr. William Smith, solicitor, of Winchcomb, died on the 20th ult. Mr. Smith was born in 1811, and was admitted a solicitor in 1838. He had a good local practice, and he had been for many years under-bailiff for the borough of Winchcomb. He had also been for a short time registrar of the Winchcomb County Court (Circuit No. 53). Mr. Smith had taken an active part in all local business, and he was for several years a member of the Winchcomb Board of Guardians, and also of the Burial Board, and Highway Board. The Winchcomb Infant School was built at his exclusive cost. At the sitting of the Winchcomb County Court on the 26th ult., the judge (Mr. Sumner) expressed his sorrow at Mr. Smith's death, and his sense of the ability with which the deceased had performed his duties as registrar of the court.

MR. WILLIAM GREENE ATKINSON.

Mr. William Greene Atkinson, barrister, librarian of the Patent Office Library, died at his residence, 59, Rowan-road, Hammersmith, on September 18. Mr. Atkinson was born in 1810, and was called to the bar at the Middle Temple, in Michaelmas Term, 1841. In 1854 he was appointed librarian of the library at the Great Seal Patent Office, and held that office until his death. Mr. Atkinson was most indefatigable in the discharge of his official duties, and his services were highly valued by the Commissioners of Trade-Marks. He had prepared, with great labour, the manuscript catalogue of the library, and he was editor of the "Commissioners of Patents' Journal."

THE JUDGES ON ASSIZE REFORM.

At the Cambridge Winter Assizes the Lord Chief Justice, in the course of his charge to the grand jury, congratulated them upon the small amount of crime with which they were called upon to deal. There were only two prisoners, one of whom was from each county. This was exactly the same number of prisoners they had at Norwich. The question of the necessity of such frequent holding of assizes had been raised, and, of course, in a perfect state of the law a person charged with an offence ought to be tried directly the prosecution was ready and the prisoner prepared with his defence. That, however, could not be done without a great increase in the cost of the administration of the law, and there were other considerations which could not be disregarded. There were twenty-three gentlemen of the grand jury, and sixty summoned on the common jury, and altogether about one hundred persons were brought away from their ordinary avocations at considerable inconvenience to try these two criminals. This was manifestly a question to be considered, but it was not for him to suggest a remedy. It had been suggested, however, that the assizes should be held less frequently, and that the power of admitting prisoners to bail should be extended. It was now exercised to a greater extent than it was in former times when he was a young man, and he believed from what he had heard, and from experience, that prisoners very rarely failed to surrender to take their trial when admitted to bail. However, they had better means of knowing whether this was so than he had, and he would not express an opinion whether the extension of bail to nearly all charges would meet the case. The grand jury having completed their labours, the foreman, Mr. E. Hicks, M.P., said he had been requested on behalf of the grand jury to say that they fully concurred with his lordship's remarks as to the holding of four assizes in each year. They considered that the present arrangement was a great waste of judicial power, and imposed unnecessary burdens on all persons connected with the administration of justice in the county. They would be very glad if, by his lordship's influence and representation, the present state of things could be altered. The Lord Chief Justice said he would take care to communicate the opinion of the grand jury to the Home Secretary, who was the only person with whom he could communicate on the subject. He must, however, remark that the true way to alter the present state of things was by the influence of Parliament. The House of Commons was the party to influence, and if they could be brought to agree to an alteration he should be glad.

In charging the grand jury at Exeter on Monday Mr. Justice Watkins Williams made some observations upon a matter that was attracting a great deal of attention, both from grand jurymen and judges, with regard to the frequency of holding these assizes. We have (he said) assizes and gaol deliveries held four times a year. In my humble opinion it would be perfectly impossible to recede from a quarterly gaol delivery, for I think it is the feeling and opinion of everybody that if persons are charged with offences—many of them possibly innocent, or if not innocent, persons who would not be convicted—it is almost barbarous that they should be kept in prison without undergoing trial perhaps five or six months. It is a very serious question whether there is not some new course of bringing together the machinery of quarter sessions and assizes. You have perhaps a quarter session one week, and a week or a fortnight afterwards you have a similar machinery brought together to try what, with very few exceptions, are a very similar class of prisoners. That does strike one as an absurdity. I venture to suggest for your consideration whether it would not be possible to unite or associate together the quarter sessions and the assize. For my own part, I see no practical difficulty in it at all. But there may be practical difficulties, and that is why I call the attention of gentlemen of your experience to them in order that before the matter is considered by the authorities—as it must be and will be shortly—any difficulties which may present themselves may be met and overcome. My impression is that instead of having quarter sessions one week and an assize the next, the sessions and assize might be held together, so that by this arrangement all the prisoners in gaol may be delivered, tried, and disposed of at least once a quarter, and if it is thought necessary by the local authorities to have the assistance of a judge from the High Court of Justice they can demand it, if not they need not do so. There would be thus no double machinery at work, and the inconvenience of bringing gentlemen together so frequently would be avoided; while, as it seems to me, increased efficiency will result. My impression is that it would be of very great advantage to the judges as well as to the local magistrates that they should be associated together in the administration of the law of the country. It would be a mutual advantage, as it seems to me, and of no inconvenience that I am at present acquainted with—at least, no inconvenience that might not be satisfactorily dealt with. There is one other thing I desire to mention, because it has been much commented upon, that is, the waste of time arising from the occasional too large allowance of time for the trial of the assize. Let me give you an illustration of what I mean. After the best information that could be obtained, I allowed a week for the Bristol Assizes, but the business took only two days to transact. Those who are acquainted with the details of assize arrangements will quite understand how it happens. It is absolutely necessary to fix the time some few weeks in advance in consequence of the number of persons who have to be notified and the number of officials who are brought together; and when we have to fix the time beforehand we are in this difficulty, that we must make allowance for cases that may possibly come in during the interval. In doing that you may allow too long a time, while, on the other hand, great inconvenience sometimes arises from too short a time being allowed. In my own personal experience this happened last week. At Chester a week had been allowed for the assize, but in consequence of two very long cases—one a murder, the other a burglary—the time was not sufficient. There is consequently great practical difficulty in the

way of effecting greater economy of time in our arrangements of circuit business. At Bristol the assize collapsed at the end of the third day, owing to two prisoners pleading guilty whose cases were expected to last three days, while at Chester the week was not enough, owing to cases occupying longer than had been expected. These are difficulties arising from the very nature of the case; but the explanation is due in order to satisfy those who think there has been a waste of the public time in allowing so long as a week each for Bristol and Exeter. I find that the same kind of mistake has been made here as at Bristol, for I have allowed a week, and we shall probably find half a week ample.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, November 3, the following being present—viz., Mr. Sidney Smith (chairman), and Messrs. Finch, Parkin, Desborough, jun., Lucas, Williamson, Scadding, and A. B. Carpenter (secretary)—a grant of £25 was made to a member, and grants of £5 each to five non-members; one new member was elected, and the ordinary general business was transacted.

LAW STUDENTS' JOURNAL.

UNITED LAW STUDENTS' SOCIETY.

At a meeting held at Clement's-inn Hall on Wednesday, the 26th of October, Mr. Maclaren in the chair, Mr. Bartrum proposed, "That the franchise should be based on an educational and not on a property qualification." He was supported by Messrs. McKay and Megone, and opposed by Messrs. Brown, Whitehouse, Spence, Hamilton, Kains-Jackson, Parsons, Tillotson, and Davies. Mr. Bartrum having replied, the motion was put to the meeting and declared to be lost. Members present, seventeen; visitors, two.

At a meeting held at the Law Institution on the 31st of October, Mr. W. Shirley Shirley in the chair, the moot for discussion—"Was the case of *Baton v. Basker and others* (L. R. 6 Q. B. 201), rightly decided?"—was opened by Mr. Maclaren, who contended that the view taken by the Court of Appeal was incorrect. He was opposed by Messrs. Jenks, Crundwell, and Nelham. Mr. Maclaren replied, and the chairman having summed up, the question was put to the meeting, Mr. Maclaren's motion being declared lost. Members present, 10.

At a meeting held at Clement's-inn Hall on Wednesday, October 2, Mr. C. Kains-Jackson in the chair, Mr. Spence moved, "That as the land of the country primarily belongs to the nation, any increase in its value which is not attributable to the labour or capital of the owner or occupier should be treated as the property of the community." He was supported by Mr. Hobbs, and opposed by Messrs. Harvey, Samuel, Jenks, Foy, Whitehouse, Tillotson, and Collyer. The chairman having summed up, the motion was put to the meeting and declared lost. Members present, 17; visitors, 2.

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, November 1.—Mr. C. E. Barry in the chair.—The following gentlemen were elected members:—Messrs. R. J. T. Rhys, R. W. Thorpe, E. E. Davis, C. T. Hobbs, H. Toomer, J. G. Lemon, G. W. Churchley, S. H. Price, W. L. Langworthy, J. Allward, J. H. Behan, John Alsop, and Arthur Mills. The subject appointed for discussion was the following:—"A. having insured his premises, agrees to sell them to B, the contract containing no reference to the policy. Before completion, the premises are accidentally destroyed by fire. B. claims from A. the benefit of the policy, either by way of abatement of the purchase-money or reinstatement of the premises. Is B. so entitled?"—*Rayner v. Preston* (28 W. R. 808, L. R. 14 Ch. D. 297). Mr. E. Williams opened the debate in the affirmative, and was followed on the same side by Messrs. W. Van Sommer, P. T. Rhys, Richardson, and Lemon. The negative side was supported by Messrs. Robinson, J. W. Ellis, F. J. Green, Collier, Spiers, and Kirk. The opener having replied, the chairman summed up, and the question, on being put to the meeting, was decided in the negative by a majority of three votes. At the next meeting, to be held on the 8th inst., a debate on the new Conveyancing Act will take place.

NEW ORDERS, &c.

THE FOREIGN JURISDICTION ACTS.

An Order in Council is published in the *London Gazette* of Friday week, making, under the provisions of the Foreign Jurisdiction Acts, 1843 to 1873, regulations applicable to her Majesty's subjects in the dominions of the Emperor of China and the Mikado of Japan in relation to mortgages, prison regulations, bills of sale, suits by or against partners, suits by or against foreigners, Chinese, Japanese, or foreign tribunals, and repealing various regulations relating to the same hitherto in force. The Order is to be cited as "The China and Japan Order in Council, 1881."

LEGAL APPOINTMENTS.

The Hon. Sir NATHANIEL LINDLEY, knight, who has been appointed a Judge of the Court of Appeal, in succession to Sir George Bramwell, resigned, is the son of the late Dr. Lindley, the eminent botanist, and was born in 1828. He was educated at University College, London, and was called to the bar at the Middle Temple in Hilary Term, 1856. He became a Queen's Counsel and a bencher of the Middle Temple in 1872, and practised for some years in the court of Vice-Chancellors Wickens and Hall. In 1875 he was appointed a judge of the Court of Common Pleas and received the honour of knighthood.

Mr. FORD NORTH, Q.C., succeeds Sir Nathaniel Lindley as a Judge of the Queen's Bench Division. Mr. Justice North was educated at Winchester, and was formerly scholar of University College, Oxford, where he graduated second class in *litera humaniores* in 1851. He was called to the bar at the Inner Temple in Easter Term, 1856, and practised for many years in the Court of Chancery and in the Lancaster Palatine Court. He became a Queen's Counsel in 1877, and has since practised in the court of Mr. Justice Fry. Mr. Justice North was recently elected a bencher of the Inner Temple.

Mr. FREDK. T. ASTON, solicitor, of 58, Lombard-street, London, has been appointed a Commissioner of the High Court of Judicature at Madras to take Affidavits and Declarations in the said Court, and to take the Acknowledgments of Married Women in respect of Property in India.

Mr. ROBERT JOHN BIRON, barrister, has been appointed one of the Prosecuting Counsel to the Post Office on the South-Eastern Circuit, in succession to Mr. John Hurrell, deceased. Mr. Biron was educated at Corpus Christi College, Cambridge, where he graduated in the first class of the law tripos in 1852. He was called to the bar at Lincoln's-inn in Trinity Term, 1854, and he practises on the South-Eastern Circuit and at the Kent Sessions. Mr. Biron acted in 1869 as a commissioner to inquire into the existence of Corrupt Practices in the borough of Yarmouth. He has also acted as a commissioner for the trial of Municipal Election Petitions, and he is recorder of the boroughs of Hythe, Deal, and Sandwich.

Mr. GEORGE EDWARD COCKRAM, solicitor, has been unanimously appointed by the justices of the borough of Tiverton their Clerk, in the place of Mr. Wm. Partridge, who, after a service of thirty-five years, resigned. Mr. Cockram (who is the eldest son of Mr. G. W. Cockram, J.P., solicitor, and late mayor of Tiverton) was admitted in Easter Term, 1879, and is a member of the firm of Messrs. Partridge & Cockram.

Mr. WILLIAM RICHARD AUGUSTINE KIME, solicitor, of 49, Bedford-row, London, W.C., and Louth, Lincolnshire, has been appointed a Commissioner of the High Court of Judicature at Port William, Bengal, Allahabad, the North-West Provinces of India, and Madras respectively, to take Affidavits, Declarations, and Affirmations, and examine Witnesses in all suits and matters pending in the said Courts, and also to take the Acknowledgments of Married Women in England in respect of Property in India. Mr. Kime has also been appointed a Commissioner for Affidavits, Examination of Witnesses, and Acknowledgment of Deeds for all the Courts in the Province of Nova Scotia. Mr. Kime was admitted in 1875.

Mr. THOMAS ROBERT OAKLEY, solicitor, of Monmouth, has been appointed Clerk to the Monmouth Board of Guardians, Assessment Committee, and Rural Sanitary Authority, and Superintendent-Registrar for the district. Mr. Oakley was admitted a solicitor in 1875. He is also registrar of the Monmouth County Court, and clerk to the county magistrates.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HAND'S AFTERNOON TEA COMPANY, LIMITED.—Petition for winding up, presented Oct 26, directed to be heard before Chitty, J., on Nov 5. Ellis, Bedford row, solicitor for the petitioner.

LONDON AND PROVINCIAL SUPPLY ASSOCIATION, LIMITED.—Petition for winding up, presented Oct 26, directed to be heard before Chitty, J., on Nov 5. Plesse and Son, Old Jewry chambers, solicitors for the petitioners.

LONDON CONSOLIDATED STORES, LIMITED.—Petition for winding up, presented Oct 14, directed to be heard before Chitty, J., on Nov 5. Hartman, Coleman st, agent for Nicholas, Bristol, solicitor for the petitioner.

SCOTCH PETROLEUM COMPANY, LIMITED.—Hall, V.C., has, by an order dated July 13, appointed John Macdonald Henderson, Moorgate st bldgs, to be official liquidator.

SOUTH ESSEX EQUITABLE INVESTMENT AND ADVANCE COMPANY, LIMITED.—Petition for winding up, presented Oct 26, directed to be heard before Chitty, J., on Nov 5. Digby and Tabor, Blomfield st, solicitors for the petitioner.

ST. JOHN'S STREET (BRADFORD) TREASURY AND CONCERN HALL COMPANY, LIMITED.—Creditors are required, on or before Nov 20, to send their names and addresses and the particulars of their debts or claims, to William Martello Gray, Kirk-gate, Bradford. Dec 5 at 12 is appointed for hearing and adjudicating upon the debts and claims.

TURNBULL PATENT PONTON DOCK AND SLIPWAY COMPANY, LIMITED.—Chitty, J., has fixed Nov 9 at 12, at his chambers, for the appointment of an official liquidator.

YORKSHIRE BREWERY COMPANY, LIMITED.—Petition for winding up, presented Oct 26, directed to be heard before Chitty, J., on Nov 5. Heritage and Co, Clement's lane, solicitors for the petitioner.

[Gazette, Oct. 28.]

GREAT WHEAL FOLGOOTE, LIMITED.—The Vacation Judge has, by an order dated Aug 31, appointed James Waddell, Queen Victoria st, to be official liquidator. Creditors are required, on or before Nov 23, to send their names and addresses, and the particulars of their debts or claims to the above. Dec 1 at 12 is appointed for hearing and adjudicating upon the debts and claims.

IN THE MATTER OF THE COLONIAL ASSURANCE CORPORATION, LIMITED.—Petition for

the transfer of the Life Assurance business of the Colonial Assurance Corporation, Limited, to the London, Edinburgh, and Glasgow Assurance Company, Limited, was presented Oct 29, directed to be heard before Chitty, J, on Nov 5. Wynne & Co, Laurence Pountney hill, Cannon st, solicitors for the petitioners.

RAYMOND'S PAINT AND HOPE WAPORATORS COMPANY, LIMITED.—Petition for winding up, presented Nov 1, directed to be heard before Fry, J, on Nov 11. Manning, Westminster chambers, Victoria st, solicitor for the petitioners.

SILVER VALLEY MINES, LIMITED.—Creditors are required, on or before Nov 14, to send their names and addresses, and the particulars of their debts or claims, to James Cooper, Coleman at bldgs, Moorgate st. Nov 17 at 12 is appointed for hearing and adjudicating upon the debts and claims.

TRAMWAY STARTING AND STOPPING COMPANY, LIMITED.—The M.R., by an order dated July 26, appointed Richard Dawlings, Esq., to be official liquidator.

WHEAL ELIZABETH, LIMITED.—Creditors are required, on or before Nov 21, to send their names and addresses, and the particulars of their debts or claims, to James Cooper, Coleman at bldgs, Moorgate st. Dec 1 at 12 is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, Nov. 1.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

SMITH, ISAAC, Ingrow, Bingley, York, Mechanic. Dec 1. Peel v Smith, V.C. Bacon.
Clarkson, Kelghley
WHITMAN, JAMES, Withington, near Manchester, Gentleman. Dec 1. Cowdell v Holland, V.C. Bacon. Morley, Chesapeake

[Gazette, Nov. 1.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

ABRAHAM, SARAH, Bath. Dec 13. Stone and Co, Bath.
ATKIN, DINAH, Albert terrace, Kingston upon Hull. Nov 1. Atkinson and Co, Hull.
ATKINSON, JOHN, Gosforth, Northumberland, Builder. Nov 30. Dees and Thompson, Newcastle upon Tyne
BOBROWS, EDWARD, St Helen's Junction, Lancaster, Engineer. Nov 17. Oppenheim, St Helen's
BRADBURN, WILLIAM, the elder, Billbrooke, nr Codsall, Stafford, Gent. Nov 8. Slater and Marshall, Darlaston
BURN, GEORGE PARKER, Cheltenham, Hanter. Dec 15. Wheeler, Cheltenham
CLAYTON, WILLIAM, Great Dunmow, Essex, Merchant. Nov 25. Wade and Co, Great Dunmow
CLATHRE, REV GEORGE PARKER, Aldbourn, Wilts, Clerk. Dec 2. Rowland, Bamsbury
COOPER, WILLIAM, Yardley, Worcester, Gent. Dec 10. Cottrell and Son, Birmingham
CROOM, SARAH MARIA, Appleby villas, Twickenham. Dec 10. Rixon, Austin friars
ENGLAND, MARY, Ilkley, York. Nov 30. Dunning and Co, Leeds
FAIRBANK, MARY ANN, Fye bank, Sheffield. Nov 30. Fretson and Son, Sheffield
GAINES, JOSEPH, Hunslet, Leeds, Shipber. Dec 10. Rider, Leeds
GREENWOOD, ELLEN, Coldharbour lane, Camberwell. Nov 30. Wilkins, Chipping Norton
HARRIS, THOMAS, Princess st, Cavendish sq, Tailor. Dec 16. McMillin, Bloomsbury sq
HESS, SAMUEL YATES, Liverpool, Engraver. Jan 1. Joseph Hess, North John st, Liverpool
HEWER, JOHN, Meyseyhampton, Gloucester, Yeoman. Nov 25. Lawrence and Haygarth, Cirencester
JONES, THOMAS, Birmingham, Whip Manufacturer. Dec 10. Cottrell and Sons, Birmingham
KING, CHARLES, Shackleford, Woking, Surrey, Gent. Dec 1. Down, Dorking
MACKENRIS, KIRK WILLIAM STEWART, Rowland gardens, Kensington, Esq. Nov 30. Stevenson and Cudwell, Gracechurch st
MARTIN, ELIZABETH, Liverpool. Dec 21. Masters and Rogers, Liverpool
MERRILL, FREDERICK, Brighton terrace, Victoria park, Gent. Dec 16. Voss, Vosty Hall, Bethnal Green
PALMER, THOMAS, Yardley, Worcester, Gent. Nov 25. Beale and Co, Birmingham
RICHARDS, LOUISA, King's Norton, Worcester. Dec 10. Cottrell, Birmingham
RICHARDS, MARIA, Moseley, King's Norton, Worcester. Dec 10. Cottrell, Birmingham
ROBINSON, MARY, Marshchapel, Lincoln. Dec 23. Allison, Louth
ROPER, CHARLES BLAYNEY TREVOR, Plas Teg, Flint, Esq. Nov 30. Kelly and Keene, Mold
ROTHWELL, WILLIAM, Gledstone, York, Esq. Dec 17. Robinson, Skipton
SEATON, SAMUEL, North Carlton, Lincoln, Gent. Dec 10. Toyabe and Co, Lincoln
SMITH, RICHARD, Liverpool, Corn Merchant. Nov 20. Smith, Tunstall
STUBBIN, REV NEWMAN JOHN, Ipswich, Clerk. Nov 30. Joseph, Ipswich
TAYLOR, RICHARD, Birmingham. Dec 10. Cottrell and Son, Birmingham
THEOBALDS, RICHARD, Eltham, Kent, Builder. Dec 1. Robinson, Christchurch passage, Newgate st
THOMPSON, BENJAMIN, Edgbaston, Warwick, Gent. Dec 1. Woodward, Birmingham
WILLIAMS, JANE, Ely, nr Cardiff. Nov 30. Grover and Grover, Cardiff
WILSON, ELIZABETH, Whitehaven, Cumberland. Dec 1. Mason and Thompson, Whitehaven
WIGRAM, HENRY, Lewes, Sussex, Innkeeper. Dec 10. Jones, Lewes
WOOD, GEORGE LIGHTON, Bath, Esq. Dec 31. Stone and Co, Bath
WRIGHT, JOHN, Trannore, Chester, Gent. Dec 1. Francis, Hamilton sq, Birkenhead

[Gazette, Oct. 23.]

ADAMSON, ALEXANDER, Addison rd, Kensington. Dec 15. Hollams and Co, Mincing lane
BANKS, ROSETTA TOOVEY, Godalming, Surrey. Nov 5. Boyce, Toddington
BATEMAN, BENJAMIN, White Lion st, Cornhill, Merchant. Dec 15. Hollams and Co, Mincing lane
BURNUP, JOHN, Newcastle-upon-Tyne, Timber Merchant. Dec 31. Arnett and Swan, Newcastle-upon-Tyne
DEYTON, JOHN, Dewsbury, York, Stonemason. Jan 1. Holt and Sons, Dewsbury
GRIMSHAW, FELIX WILLIAM, Waddington, York, Land Agent. Dec 31. Leach, Manchester
GRANT, JOHN GREENWOOD, Croydon, Esq. Feb 1. Hine-Haycock and Bridgman, College hill, Cannon st
HARRIS, JAMES, Newton Heath, Lancaster, Shopkeeper. Dec 31. Leach, Manchester
HICKOKLAW, HENRY, Sheffield, Gent. Dec 31. Fretson and Son, Sheffield
HODGSON, HENRY, Broughton Park, Manchester, Gent. Jan 1. Cunliffe and Co, Manchester
HOOLES, JAMES, Holland Park, Bayswater, Esq. Dec 31. Mott and Dent, Bedford row
HOPE, WILLIAM CHITTENDEN, Cardwell rd, Holloway, Gent. Dec 1. Cole and Jackson, Essex st, Strand
KNIGHTON, WILLIAM, Huntingdon, Butler. Nov 17. Hannyhan and Sons, Huntingdon
LEE, MARILDA, Guildford. Dec 31. Simpson and Cullingford, Gracechurch st
LEWIS, LUCE, Hanley Castle, Worcester. Dec 10. Tichburn and Sons, Cheltenham
MATTHEWS, WILLIAM, Ledbury, Hereford, Gent. Dec 31. Piper, Ledbury
MYERS, HANNAH, Gloucester crescent, Baywater. Nov 25. Myer, New Bridge st
NICHOLSON, JULIA AMELIA, Lebanon House, Wandsworth. Dec 25. Saunders, Regent st
NOAKES, JOHN, Brighton, Dairyman. Nov 19. Verrall, Brighton
ONSLOW, HARRINGTON CAMPBELL, Glyn Abbey, Carmarthen, Commander, R.N. Nov 25. Wordsworth and Co, Thredneedle st
PUTTICK, JAMES WILLIAM, Marylebone, Builder. Dec 17. Wilson, Cornhill
SCOLEY, JOHN, Leeds, Innkeeper. Dec 15. Snowdon, Leeds

SMITH, HANNAH ISABELLA, Washington, Durham, Grocer. Nov 10. Mawson, Durham
SMITH, PETER, Bury, Lancaster, Painter. Dec 3. Grundy, Bury
TOTTENHAM, JAMES HENRY LOFTUS, Sandhill Villas, Kew, Esq. Nov 30. Bailey, Great Winchester st bldgs
WATTS, JOSEPH, Stonehouse, Gloucester, Gent. Dec 22. Mayhew, 68 Marlborough at
WILSON, EDWARD STEWART, Bristol, no business. Dec 1. Dawson, Hull
WRIGHT, REV. JOSEPH BAKER, Nottingham. Dec 31. Pratt and Hodgkinson, Northgate, Newark-upon-Trent
YOUNG, CHARLES ALFRED, Holywell lane, Shoreditch, Licensed Victualler. Nov 30. Christmas, Walbrook

[Gazette, Nov. 1.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE. ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. G. BACON.	V. C. HALL.
Monday, Nov.....	7 Mr. Farrer	Mr. Kee	Mr. Merivale
Tuesday	8 Teedale	Cloves	King
Wednesday.....	9 Farrer	Kee	Merivale
Thursday	10 Teedale	Cloves	King
Friday	11 Farrer	Kee	Merivale
Saturday.....	12 Teedale	Cloves	King
	Mr. Justice	Mr. Justice	Mr. Justice
	RAY.	RAY.	CHIFF.
Monday, Nov.....	7 Mr. Latham	Mr. Cobby	Mr. Ward
Tuesday	8 Leach	Jackson	Pemberton
Wednesday.....	9 Latham	Cobby	Ward
Thursday	10 Leach	Jackson	Pemberton
Friday	11 Latham	Cobby	Ward
Saturday.....	12 Leach	Jackson	Pemberton

HOUSE OF LORDS APPEALS.

The following is a list of the causes set down for hearing in the House of Lords,—viz., Kemp v. Falk; Godwin v. Hall; Scott and Best v. Smith; Mullens v. the Treasurer of the County of Surrey; Capital and Counties Bank (Limited) v. George Henry & Sons; Neill and another v. The Duke of Devonshire; Caledonian Railway Company v. Walker's Trustees; Laurie v. Lees; Glyn, Mills, Currie, & Co. v. East and West India Dock Company; Shepherd v. Henderson; Sir G. Elliott and another v. Lord Rokeby; Pugh and another v. Heath and another; Loving v. Cracknell and another; Robert Johnson & Co. v. Archibald Orr Ewing & Co.; Managers of the Metropolitan Asylum District v. Hill and others (Appeal No. 1); Pellier v. Anderson and others; Mayor, &c., of Carlisle v. London and North-Western Railway Company; Earl of Zetland v. Hislop and others; Galloway v. Turner; Enraght v. Lord Penzance and another; Evans v. Ball and others; Goodman and another v. the Mayor, &c., of Saltash; Kinloch v. The Secretary of State for India in Council; Metropolitan Railway Company and others v. Metropolitan Inner Circle Completion Railway Company.

CENTRAL CRIMINAL COURT SITTINGS.

The following days have been fixed for the holding of the sittings during the year—viz., Mondays, November 21, December 12, January 9, January 30, February 27, March 27, May 1, May 22, June 26, July 31, September 11, and October 16. At the same time the Lord Mayor appointed the following days for the holding of quarter sessions in the City—January 7, April 8, July 1, and October 21.

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

MIDDLESEX.—MICHAELMAS SITTING, 1881.

This list contains all actions entered in the Queen's Bench Division, in which notice of trial has been given, and also all actions in the Chancery Division, in which notice has been given of trial before a judge and jury; up to and including November 3, 1881. The actions which have been entered but for various reasons are at present not ready for trial are omitted from this list. Such of them as become ready during the present sitting will be inserted as nearly as possible in their original positions.

When actions are settled out of court the solicitors concerned are particularly requested to withdraw the pleadings, as great expense and uncertainty are occasioned to the suitors in other cases by the maintenance in the list of actions not intended for trial.

LIST OF ACTIONS FOR TRIAL.

- 1 Cambensy v (M Webb and Son) v Casell and ors (Ashurst, M C and Co) SJ
- 2 Tipples (G Crafter) v Budden (Stollard and W)
- 3 Redmond (Worner and Sons) v Gamble (Lewis and L)
- 4 Cayes (Tilbeard and Co) v MacAndrew (Keasey, Son and H) SJ
- 5 Gregory and Co (Leamster, F and H) v The Countess of Perth (W H Smith)
- 6 Pope (Collins and W) v The Wansler Sewing Machine Co Ltd (Lyne and H)
- 7 Wiggitt (R G Chipperfield) v Hodder (Whitaker and W) SJ
- 8 Langston (W Sweetland) v Trinity College, London (Turner and L)
- 9 Wilkin (J R Jones) v Baldock (W C Smith)
- 10 Cooper and anr (Saxton and Son) v Brelitt (J R Tindale) SJ
- 11 Palin (Chester, M B and G) v Thomas and ors (Brownlow and H)
- 12 Drowe (J H Lane) v Piers (G V Withall)
- 13 Inman (A Toovey) v Henck (W O Reader) without jury
- 14 De Angoli (Turner and Son) v Bowman and anr (Prior, B, C and A)
- 15 Willett (Worner and Sons) v Woolton and anr (W Maynard) without jury
- 16 Corbet (A Cayley) v Baldock (O O Humphreys and Son) SJ
- 17 Coulstring (Crowder A and V) v Greville (Blozams and E) SJ
- 18 Schussels and anr (J G Shearman) v Zosbell and anr (Dod and L) SJ
- 19 Cook and anr (J R Maynard) v Dunlop (J R Bailey)
- 20 Sandeman (C and S Harrison and Co) v Harrison and ors (W Hawline)
- 21 De Salabery (T Sampson) v Fletcher and ors (Taylor, H and T; D Aston)
- 22 Saintbury (Thomson and W) v Saintbury (O J Mander)
- 23 Westminster Association Ltd (Gedge, K M and M) v Tountant (Lewis and L)
- 24 O'Keefe (H Foss and Son) v Bellard (J S Lockhart)
- 25 Sedler (Clinton and H) v Bennett and anr (G H Ouchter, Poole, H and F)

- 26 Best (Letts Bros) v Jeffreys (Todd and D)
 27 Bamford (R Furber) v Sanson and anr (Bowker, P B and Co) SJ
 28 Lloyd (W F Stokes) v Molleaux (R Ballard) SJ
 29 Smith (Sharpe, P and Co) v Sims and anr (Hopgood and Co) SJ
 30 Aggie (Scott and Baker) v Reed (C J Davis)
 31 Lowe (Woodbridge and Sons) v Beresford (Horns and Murray)
 32 Handler (M S Rubinstein) v Allison (G E Gilding)
 33 Mayer (A G Ditton) v Robinson (P W Naser)
 34 Hussey (Gasquet and M) v Muspratt (A D Michael)
 35 Gething (G J and P Vanderpump) v Salter (Ford and Co)
 36 Wyats (C A Emmet) v South-Eastern Railway Co (W R Stevens) SJ
 37 Banes (Preston and Co) v Ry (Champion and Co) without jury
 38 London and S W Bank, lmd (Vallance and V) v Grice (Cronin and R) SJ
 39 Robinson (Friedaux and Sons) v Curry (J B Brown) SJ
 40 Gange (Lewis and Lewis) v Commissioners of Works (Hare and Fell) SJ
 41 Addison (J S Ward) v Fairlie and anr (E Johnson; Benn Davis) SJ
 42 Manger (Letts Bros) v Brown (W Maynard)
 43 Fenner (Nye and G) v Smith (Burchells)
 44 Manchester, Sheffield, and Lincolnshire Ry Co (Cunliffe, B and D) v Nunnery Colliery Co, lmd, and the Duke of Norfolk (Geare and Son; Few and Co) SJ
 45 Justice (Radford and H) v Stephens and anr (Williamson, H and Co)
 46 Woolf (H Monaghan) v London and South-Western Ry Co (M H Hall) SJ
 47 Inge (F Needham) v Poyser (Ashurst, M C and Co)
 48 Robinson (Cunliffe, B and D) v General Steam Navigation Co (W Batham) SJ
 49 Pearson (H Keeble) v Arnold (W Medcalf)
 50 Pell (W Elgood) v Midland Ry Co and anr (Beale, M B and G) SJ
 51 Barton (J Pearson) v Walker and ors (C Rogers, Sons and Co; Duncan, Warren and Co)
 52 Same (Same) v Burgess and ors (C Rogers, Sons and Co)
 53 Same (Same) v Denyer and ors (Same)
 54 Athill and Wife (H Ficker) v London and South-Western Ry Co (M H Hall) SJ
 55 Beal and Personal Advance Co, lmd (E Kinas) v Phillipson (J W Proudfoot)
 56 Howard (Gowing and Co) v Stroud Water Co (R Ballard) SJ
 57 Aldin (Bolton, S and Co) v Moore (W Sweetland)
 58 Macrae (H Morris) v Finch (G H Finch) SJ
 59 Richardson and anr (Wright and P) v Kennard (J Rae) SJ
 60 Ahearn (H Aird) v Drew and Son (Stone M and S) SJ
 61 Jordan (H H Kade) v Governor and Co of the New River (Thompson and D) SJ
 62 Watkins (In Person) v Pidcock (S W Johnson and Son) SJ
 63 Towers (G H Finch) v Chester (H J and E Chester) SJ
 64 Inglis (In Person) v Baxter (W H Lydall)
 65 Wootton (W J Fraser) v Adams (E Smith and Co)
 66 Bridge (Fallows and B) v Buist (J A Talbot) SJ
 67 Barker (Caister and S) v Midland Ry Co (Beale, M and Co) SJ
 68 Levenston and Wife (H Luxton) v Rendle (J B Batten and Co)
 69 Thornthwaite (Sharp, P P and S) v Skoulding (G B Howard)
 70 Kibby (W B Palmer) v Gibb (G S Gibb)
 71 Brew and anr (Taylor and J) v Allott (H A Maude)
 72 Rotbore and Co (H A Lovett and Son) v Parker and Co (J Scarlott)
 73 Godfrey (In Person) v Hollings (R Davies)
 74 Starr and ors (Brighton, F and N) v Shoreham and District Starr Bowkett Building Society (Nye and G)
 75 Fuller (J H Horton) v Emery (Beckett and Son)
 76 Franks (Wild, B and W) v Hinds (H W Cattlin)
 77 Clifford (J J Cridland) v Attenborough (J Attenborough)
 78 Swanson (J T Moss) v Prior (T Beard and Sons)
 79 Manchester and Liverpool District Banking Co (Milne, R and M) v Hall and ors (Torr and Co; C W Dommett; Bower and Co; Clarke, Woodcock and Co) SJ
 80 Rose (J B Batten) v London Sulphur Co, lmd (Porter and S)
 81 Pryer (H H Hughes) v Davenport (W E Philp)
 82 Butler (Tufnell and S) v Gibbons (Brook and Co)
 83 Betts (J C Button and Co) v Clarke (C O Humphreys and Son) SJ
 84 London and County Bank, lmd (White, B and W) v Grooms (J A Hales) SJ
 85 Bidder and ors (Gedge, K M and M) v West Ham Local Board (Hillery and Co) SJ
 86 Brassington (G O Ruiter) v Farrell (T Sampson)
 87 Miles (Angell, J T and P) v Mansfield (Helder, R and G)
 88 Clark (Langley and G) v Bosten (Goldberg and L)
 89 Hack (G Durbridge) v Eastwood (R Davies)
 90 Fairweather (W F Holroyde) v Storey (In Person)
 91 Perry (C G Grueber) v Wright (W A Downing)
 92 Turnbull, Martin and Co (Druces, J and Co) v C Cooper, Hall and Co (Lowless and Co) SJ
 93 Fuller and Wise (Plews, I and H) v Learoyd and anr (T C Russel and Peace and W) SJ
 94 Dunn and anr (Wontner and Son) v Underhill (Lewis and Lewis)
 95 Cooling (Yarde and L) v Wray (R A Kelley)
 96 Groves and ors (Thomson and W) v Tappin (J P Biggenden)
 97 Heale (E F Marshall) v Bishop and ors (H White) SJ
 98 Webb (Wedlake and L) v Tomkins (In Person)
 99 Tann (Plunkett and L) v Muller and Wife (T Sampson)
 100 Rollings (A B Crossfield) v Stephens (G Lockyer)
 101 Martin (J S Fowler) v Morris and anr (G B B Norman)
 102 Court (Lewis and Sons) v Marner (E Lee)
 103 Widdecombe (In Person) v Westwood (W B Croft)
 104 Nichols (Plunkett and L) v Frayling (W Maynard)
 105 Plowman (Raxelby and F) v London, Brighton and South Coast Ry Co (Norton and Co) SJ
 106 Phillips (Campbell, R and H) v Jones (Nelson, Son and H) SJ
 107 Young and anr (E H Van Tromp) v Richards (Wrightson and G)
 108 Gepp (Paterson, S and B) v Bails (Parkiss and P)
 109 London and South-Western Bank (Vallance and V) v Johnston (Layton, Son and L)
 110 Rudeforth (J Evans) v Willett and anr (Wontner and Sons) SJ
 111 Allen (W H Jackson) v Johnston (Paterson, S and B) SJ
 112 Pulbrook (A Pulbrook) v Melhado and Lloyd (G Mayor-Cooke and C) SJ
 113 Hodgson (T J Pullen) v Anderson (H Staniland)
 114 The Somersetshire Coal Co (Wright and L) v Coggan (W N Ellen)
 115 Couchman (Tucker and L) v Greener (G H Holden) SJ
 116 South-Western Loan and Discount Co, lmd (J Attenborough) v Baynton (Nutt and S)
 117 Johnson and Co (Trusts and Co) v Sharpe (Walls, A and M)
 118 Vaughan (Norton and C) v Smith (Whittington and Son)
 119 Pyfe and another (W W Wynne and Son) v White (C F B Birchall)
 120 Coraham Bathstone Co, lmd (E W Owles) v Dalton (H M Ody)
 121 Pratt (Yorke and W) v Hovenden (Wild, B and W)
 122 Thompson (Thompson and G) v Jackson (D Warde) without jury
 123 Temple (Layton, Son, and L) v Gears (F A Foster)
 124 Maple (Lamley and L) v Blakett (Lewis and L) SJ
 125 Jordan and another (Marriott and Jordan) v Poupard (A G Ditton)
 126 Rogers (G H Finch) v Ward (E J Ward) SJ
 127 London and South-Western Bank (Vallance and V) v Wallis (Russell, Son, and S)
 128 Holloway, admr, &c (Same) v London and South-Western Ry Co (M H Hall)
 129 Sherwell (W J Foster) v Baker (W Hicks)
 130 Pell (P Toynbee) v Tahourdin (Tahourdin and H)
 131 Raven (J Raven and Co) v Duncan (W F Nokes)
 132 Townsend (Digby and T) v Newman (King and P)
 133 Hearson (W G Nicoll) v Brown (In Person)
 134 Thomas and Son (Same) v Broad (Lowless and Co)
 135 Langlett and Co (Lyne and H) v Poulin and Co (T O Dear) without jury
 136 Hoodless (Bryant and J) v Speedy and Poole (Layton, Sons, and L)
 137 Cooper (Wilkinson and H) v Roberts (L W Gregory)
 138 Leeming (F Heritage and Co) v Earl Compton (Lewis and L) SJ
 139 Lisle (Same) v Same (Same) SJ
 140 Mitchell (W A Smith) v Pankhurst (Lewin and Co)
 141 Morten and Taylor (Morton and Co) v Bradley (R Chandler) SJ
 142 Swinburne (C P Greenhill) v Attenborough (G H K and G A Fisher)
 143 Panton (W W and R Wren) v Lacey and ors (J Evans)
 144 Kinnaird and ors (Burrows and B) v Adams (E Smith and Co)
 145 Avery (Rogers and C) v Kane (W C Stoker)
 146 Pearce (Lyne and H) v Landore Siemen's Steel Co, lmd (Phelps and W) SJ
 147 Vanderbergh (C J C Pridham) v Vine (A W Mills)
 148 Petty and anr (Gatiff and H) v Emmanuel (C J Davis) SJ
 149 Davis (West, Tilson, and B Jones) v Moss (In Person)
 150 Arnold (L Barnett) v Madie (W Vant)
 151 Propoli (Phelps, S and B) v Mapleson (J and R Gole)
 152 Birt (J Scott) v Head (Emmanuel and S)
 153 Coombe (G S and H Brandon) v Greenwood (Venning, R and V)
 154 Vanderhyt (Tahourdin and H) v Dunki (Guillaume and Sons)
 155 Wall (J C Hyett) v Blackpool Winter Gardens and Pavilion Co, lmd (Le Riche and Sons)
 156 Bottero (Thomas Ward) v Zuccani (Pritchard, E and Co)
 157 Champion (S Toppin) v Hicks Bros (Rhodes and Son)
 158 Leggett (Walter Jarvis and T) v Hastie (In Person) SJ
 159 Stent (E W Owles) v Harrison (Harrison, B and Co)
 160 Smith and Son (N White) v Shrimpton (Crundall and Co)
 161 Swan (G W Barnard) v Bunn (C F Emmott)
 162 Sharkey (E H Brown and B) v Ilen Valley Ry Co (Randall and A)
 163 Stansfield (G H Oliver) v Richens (Surridge, H and W)
 164 Tyler (W F Tinsley) v Madie (W Vant)
 165 Fowler (F C Tudor) v Strathairn (Baxters and Co)
 166 Braggiotti (Wontner and Sons) v Hastie (Jas Gray)
 167 Gifford (T D Dutton) v Williams (G H Barber)
 168 Armstrong and Percival (W H Armstrong) v McNaught and Smith (J Laidman)
 169 Moule (J H Grant) v D'Arey (Langdale and T)
 170 Luck (J C Scard) v Buhicrossan (G Walker)
 171 Simmons (T T Chapman) v The Carlton Bank, lmd (Berry and B)
 172 Neilson (Darley and C) v James (Meredith and Co)
 173 Jones (Shum, C and Co) v Ayton (Martineau and R) SJ
 174 Rice (Pearpoint and B) v Hesketh (Lewis and L) SJ
 175 Scaife (In Person) v Husted (J Mandale)
 176 B A Munn and Sons (Bostrel and B) v Aste, Son, and Kerchwall (Plews and Co)
 177 Kinnaird (E A Swan) v Farrer (Simpson and P)
 178 Graham (A H Hastie) v Leggett (Walter Jarvis and Co)
 179 Griffin (J C E Weigall) v Seelie (Stoneham and L)
 180 Ashbury (A T Hewitt) v Saunders (R J Pead)
 181 Luke (W Moon) v Mackie (H W Maccreth)
 182 Goodchild and anr (Cummings, P and B) v Viall (E J Anning)
 183 Casie (Wyatt and B) v London and South-Western Ry Co (M H Hall) SJ
 184 Homburg (R Cotton) v Stephens (E Betteley)
 185 Ware (W G Morris) v Crispin (C Smith)
 186 Terrell (Briggs, V and B) v Robertson (Harper, B and B)
 187 Shield (Sandys and T) v Rowland (Walker and M Walker)
 188 Duus, Brown and Co (Druce, Sons, and J) v Astrup and Co (Plews and Co) SJ
 189 Braid and anr (G F Hudson, M and Co) v Phillips (Baker and N)
 190 Kingsburg (Deane, C and Co) v Lavery (T M Cridge) without jury
 191 Abrahams (Norton and C) v Newmarks (Green and W)
 192 Berkeley (W and J Gibson) v Snell (Hopgood and Co) SJ
 193 Webb and Wife (Chappell and G) v London Steamboat Co, lmd (Newman, S and Co)
 194 Brown (W Maynard) v Eastonson (H Morris)
 195 Gook (Milne, B and M) v Winby (Golding and M)
 196 Allnut (J Rae) v Wright (H Tyrell)
 197 Groom and anr (S F Weall) v Rathbone (Wolfertson, A and J)
 198 Byrne (Carter and B) v Cooper (Heath, P and B)
 199 Holmes (C J Davis) v Chittick (T R Richardson)
 200 Whaites (G H Jeram) v Burton (Stevenson and C)
 201 Semple (G B B Norman) v Hellewell (E Smith and Co)
 202 Branson (W Eley) v Jones (W Crook)
 203 Horne (Angell and Co) v Pinlay (Morgan and G) SJ
 204 Nolt (W Eley) v Parker (W S Inest)
 205 Lawton (H W H Lea) v Spooner and Wife (T D Lever)
 206 Richardson (W F Stokes) v Aston Hall Coal and Brick Co, lmd (Griffin and Q)
 207 Macgregor (Vallance and V) v Villiers Spelter Co, lmd (R White)
 208 Marks (J Rae) v Davenport (Jas Robinson)
 209 Arundell and anr (Horns and M) v Bignell (Curtis and B) SJ
 210 Same (Same) v Same (Same) SJ
 211 Clifton (T J Pullen) v Hollingsworth (J P Poncione, jun)
 212 Putland (G M Wetherfield) v Leach (S F Langham)
 213 Chappell (Houlders) v Pilley (H Morris)
 214 Kemp (Emmett, Son, and S) v Hollman (G H K and G A Fisher)
 215 Gray (F W Dolman) v Mossop (In Person)
 216 Cripps (E W Owles) v Hayman (G Tucker) SJ
 217 Wurth (H B Wedlake) v Biggs (T W Palmer)
 218 Ritchie (R H Ward) v Martin (Baker and N)
 219 Wilson (C and S Harrison and Co) v Great Eastern Ry Co (G A Curwood) SJ
 220 Garrud (E C Rawlings) v Sheffield (W Eley)
 221 Jarvis (T Hulbert) v Osborne (Rooke and Son)
 222 Norton (C Etherington) v Price (H Levy)
 223 Sir G Chetwynd, Bart (G and W Webb) v Earl of Aylesford (Horns and M)
 224 Campbell (H F and E Chester) v Vallet (D Helleoch)
 225 March (Bardall and A) v Quin and Co, lmd (F W and H Hilbery)
 226 Braham (J Andrews) v Michael (W H Smith and Son)
 227 Goddard (Woodbridge and Sons) v Stead (Sorrell and Son)
 228 Bolding (J Goren) v Bigsby (Paterson, Sons, and G)
 229 Molenkamp (Wyatt and B) v Ramm (J Curtis)
 230 Crane (Harley, Jones and J) v Larchin (H A Edgar)
 231 Robertson (W Sweetland) v Cuff (G C Lea)
 232 Saunders (R M Cooper) v Chazell (F G Gorton)
 233 Thompson (E C Sherrard) v Goodman (Laundy and Son)
 234 Clements (H W Christmas) v Wall (Beaumont and W)
 235 Corben and ors (Kays and Jones) v Passmore (W F Watson)
 236 Detmar and Hughes (Eldred and B) v O'Bryen (J Hande)
 237 Jacquemin and ors (A Fleet) v Morris (Wynne and Son)
 238 Deverson and Wife (Shaw and T) v London, Tilbury, and Southend Ry Co (Hollingsworth and Co)
 239 Ruiter (Yorke and W) v Procter (A Diggles)
 240 Tietz (Norton and C) v Great Western Ry Co (R R Nelson)
 241 Ruiter (Yorke and W) v Day (E W Owles)
 242 Wingrove (A A Willis) v F Cumbers and Co (F Eastwood)
 243 Norton (J Hande) v Norton (A Abrahams and Co) SJ
 244 Raven (Grover and H) v Met District Ry Co (Baxters and Co)
 245 Chapman and anr (Turner and L) v Kaye and Co (Eardley, Holt and R)
 246 Thompson (J Davis) v South Western Loan and Discount Co (J Attenborough)
 247 Hooper (W T Harvey) v Day (N White)
 248 Bower (H Kimber and Co) v The London Provident Bank (J D Peard)
 249 Learoy (Learoyd and Co) v McConnell (In Person)
 250 Calcins (Todd and D) v Campoverde (Lowless and Co)
 251 Broad and Co (Lindo and Co) v Dobson (Pence and Scott 3rd parties) (Pritchard, E and Co; G W Worthington) SJ
 252 Kerridge (T R Apps) v Fraser (Taylor and W)

- 235 Taylor (H W Macleth) v Fraser and anr (Lowless and Co)
 234 Middleton (J A Bartrum) v Swaine (T Hulbert)
 233 Danford (Remnant and Co) v McNulty (Johnson and Son) without jury
 232 Anderson (J O Charlton) v Whalley (T Cave)
 231 Campbell (Yorke and W) v Holmes (R Furber)
 230 Armstrong (Robinson, Son and E) v May (J Robinson) SJ
 229 Sireton (J Fulcher) v East London Water Works Co and ors (Wragg and E) SJ
 228 Halahan (In person) v Clarke and ors (Robinson, Son and E)
 227 Simpson (J F and G Isaacson) v Smith (H H Poole)
 226 Field (Hicks and A) v Cain and anr (Nash and P)
 225 Cooper (T O Russell) v Hawthorne (Keene, M and B)
 224 Pettit (H W Maud) v Mackenzie and anr (Campbell, R and H) SJ
 223 Home (A R Steele) v Banks (R W Cooper)
 222 Shaw (J C Button and Co) v Talbot and anr (H A Graham) SJ
 221 The S Metropolitan Gas Co (Young, J and Co) v Dunstan & anr (Bolton, S and Co; J T Trengrouse) SJ
 220 Botwright (O Verne) v Trant (Houghton and B)
 219 Batchelor (G A Hall) v Price (Pyle and M)
 218 Austin (J H Waring) v Banks (H J and T Child)
 217 Smith (S J Debenham) v Time (J P Godfrey)
 216 Ratcliffe (Bird and M) v Cobb and anr (Lewis and L) SJ
 215 Fry (F A Foster) v Powell (In person)
 214 Bird (Bowker, P, B and Co) v Wadley (R Jones and Co)
 213 Henderson (R J Macarthur) v Heritage (F Heritage and Co)
 212 Harris (Houlders) v Birkett (J and R Gole)
 211 Verheyden (A G Ditton) v Watkin (In person)
 210 Wallerstein (A J Murray) v Haynesman (J A Bartrum)
 209 Mercer (Paterson, S and B) v Bailey (Thomson and G)
 208 Letis Bros (In person) v Griffiths (Cooper and Co)
 207 Clapson (Withall and C) v Andrews (Crandall and Co)
 206 Emery (N Johnson) v Phillips and anr (J M Maddox; J S Ward)
 205 Dearlove (H Aird) v Lennard and Son (Ingledeu and J)
 204 Cramer, Bender and Co (M Hawkins) v Lee and anr (Greenfield and A)
 203 Davids (H A Patience) v Burdett, Bart (Abbott, J and Co)
 202 Maxted (Hughes, H B and T) v Pemberton (Meynell and P)
 201 Frost and anr (Prockter and A) v Brown (Venn and Son)
 200 Smith and anr (Leasor and Co) v Percey (Vallance and V)
 199 Smith (R Wastell) v Ferrier (Walters, D and W)
 198 Robertson (W B Abbott) v Baynton (Nutt and S)
 197 Higgins and Co (J N Mason) v Sutton and Co (Armstrong and L)
 196 The Consolidated Credit and Mortgage Corporation Ltd (G J and P Vanderpump) v Bradbury (R G Chipperfield)
 195 The Union Bank of London (Lyne and H) v Sonnenberg (Lewis and L)
 194 Nixey and anr (H H Hughes) v Cook (T Slamey)
 193 Gibbens (S R Glynn) v Bates (J H Jones)
 192 Wade and anr (Brownlow and H) v Peelo and anr (Chester, M, B and G) SJ
 191 Brooks (F A Rudall) v Mosely (G E Carpenter)
 190 Allnut and ors (Denton, H and F) v Luck (J C Scard)
 189 Liquidators of the Carlisle Horse Clothing and Saddlery Co Ltd (J R Tindale) v Rymill (Keene, M and B)
 188 Brocas (Mullens and B) v Friddy (G T Woodroffe) SJ
 187 Carter (Barton and P) v Ward (R A and Russell)
 186 Durnford and Co (T B Lodge) v Brightman (G L P Eyre and Co)
 185 Massey and anr (Poord and E) v Corthorn (Flux and Co) SJ
 184 May (J Curtis) v Sweet Bros (Hughes and Sons)
 183 Hempsted and anr (Randall and A) v Hurst (G R Harrison)
 182 Garrett (Laundy and Son) v Emery (Maple, T and Co)
 181 Watson (Nelson, Son and H) v Knowles (G Mac Low) SJ
 180 Greenaway (Brighten, P and N) v Sologuerin (J Andrews)
 179 Verity and anr (W Moon) v Smith and anr (Mayhew, S and W)
 178 Hankins (Tatham and Sons) v Butler (McDiarmid and T)
 177 Pierce (Harris and G) v Ashby and Co (Trinders and Co)
 176 Paterson and anr (Paterson, Sons and Co) v Oldaker (W Hudson)
 175 Ward (Flegg and Son) v Pole-Carew (Lewis and L)
 174 Backham (Nye and G) v Lyons (G B Carpenter)
 173 Ladbury and ors (J N Mason) v Foat (J S Fowler)
 172 De l'Arbre Vauvrouin and Co (Lyne and H) v Knös and Co (Nicol, Son and J)
 171 Evans (Clarke, W and R) v Sea (H Davies)
 170 Wells and Wife (E A Swan) v Osborne (T R Apps)
 169 Pitney (Fitch and F) v Thistlethwaite (Lake, B and L)
 168 Cremer (Willoughby and W) v Hutton (J H Shakespeare)
 167 Prentis (Same) v Stacey (Farlow and J)
 166 Suckling (A Cope) v City Permanent Benefit Building Society (Parker and P)
 165 Griffiths and anr (Smith, S and C) v Great Western Ry Co (R R Nelson)
 164 Brooks (F B Smith and Son) v Webb (Lewis and Son)
 163 Worthington and Co (W H Armstrong) v Webb (E Johnson)
 162 Hagimont Flores and Co (Phelps, S and B) v Esenberger (Tilley and S)
 161 Walker (Roscoe, H and S) v Gill (G Crafter)
 160 De Landford (Fowler and P) v Fuller, Banbury and Co (Wordsworth, B H and P)
 159 Powis and Co (Jombe and W) v Lake and Co (W H Bennett)
 158 Fieber (A J Monday) v Louvet et Cie (J B Batten and Co)
 157 Dalkers (Rivington & Son) v Criddle (J M Chamberlain)
 156 Holloway (W T Boydell) v Allen and anr (J T P Collins)
 155 Stubbs (Cooke and J) v Stubbs (F Venn and Co)
 154 How (J Scullitt) v Wolker (Bloxams and E)
 153 Pease (G S and H Brandon) v Learyd (Learyd and Co)
 152 Lessard (W J Guy) v Blalberg (Moresby, White and Co)
 151 Baumgard (F Stanley) v Wood (G S and H Brandon)
 150 Hill and Wife (P J Burr) v Haslock (A Kerly)
 149 Calcutt (Fallows and B) v Rose and ors (Lewis and L)
 148 Chittenden and anr (J Raven and Co) v Graham (Goodhart and M)
 147 Hay (Fowler and Co) v Freeman (Hicklin and W)
 146 Jones (E F Marshall) v Newdick (Burton, Y and H)
 145 Kohn (J Champion) v The Imperial Insurance Co (Oliver and Sons)
 144 Jackson (Same) v Spence (Ellis, Munday and Co)
 143 West (Tilson and B J) v Dunlop (W W Wynne and Son)
 142 Waterlow Bros and anr (H and V Philpott) v Unwin and anr (F J and G J Braikenridge)
 141 Metropolitan Ry Co (Burchella) v Cotton (Plunkett and L) without jury
 140 Bader (Morton and C) v Chappell (Wilkinson and H) SJ
 139 Titterton (W A Downing) v Cooper (Keen and R)
 138 Dorman and anr (Wilson, B and C) v The Patent Dry Air Refrigerating Co Ltd (Ashurst, M, G and Co) SJ
 137 The Attorney-General (J J Follett) v Spencer and ors (N White; Wontner and Sons) SJ
 136 Same (Same) v Roland and ors (Wontner and Sons) SJ
 135 Humphreys (Cooper and Co) v Worth (Marchant, P and H)
 134 Scott (Lewis & L) v Sampson (Watson, Sons and R) SJ
 133 Blalberg (Moresby, White and Co) v The London and Westminster Loan and Discount Co Ltd (G J and P Vanderpump) without jury
 132 Chaplin (Boxall and B) v Dean (H G Smallman) without jury
 131 Allen (G Reader) v Groves (T Allingham)
 130 Bostock and anr (Robinson, P and S) v Lucking (Whites, R and Co)
 129 Lindop (Paterson, S and B) v Furber (Prior, B and Co)
 128 Blake and anr (Lake, B and L) v Bruce (B Hope) without jury
 127 Knight, trustee, &c (Preston and Co) v Eola (T Durant)
 126 Almeida and Co (R Chandler) v Barrett and Co (Cooce, K and C)
 125 Luker and ors (Booke and Sons) v Smith (G B B Norman)
 124 Clack (H D Iderton) v Wood (Lewin and Co)
 123 Finch (Nye and G) v Mc Adam (Dubois and B)
 122 Beamish and Wife (Ridsdale, O and R) v Will and anr (Kearney, Son and H)
 121 Harmer, Pearson and Sons (Janson, C and P) v Monk and Wife (H May)
 120 Samuda Bros (Johnsons, U, B and A) v Gadban and anr (C A Bannister) SJ
 119 Rymer-Jones (F W Mount) v North London Ry Co (Paines, L and P) SJ
 118 Jones (G B Howard) v Schumacher (T D Pettiver)
 117 Bull (J R Chidley) v Esquilant (F G Cordwell) SJ
 116 Markham (Sandon, K and K) v Ricketts and anr (W Justice)
 115 Pope (R Chandler) v Ryan and anr (T W Rogers)
 114 Croke (Lewis and L) v Lacy and anr (W T Ricketts)
 113 Ernst (Same) v Milton and anr (Same)
 112 Tomkins (Same) v Blundell (Palmer and Co)
 111 Benjamin (J Mote) v Fox (O H Murr)
 110 Bull (S B Glynn) v Cook (Bell, B and G) without jury
 109 Watkins and Co (J Bluelock) v Manders (Preston and Co)
 108 May (In Person) v Schott (J A Rose)
 107 Beard (B Doyle and Sons) v Kennon (Pascoe and G)
 106 The Queen (Dana and Son) v Inhabitants of the County of Surrey (F F Smallpiece)
 105 Skiffell (W Crook) v Billips (Cunliffe, B and D)
 104 Hart (E T Tadmam) v Cabbell (Clarkson, G and W)
 103 Thynne (T J Robinson) v Neave and anr (Alson, M and Co)
 102 Hummel and anr (T A G Powell) v Honeywood (G E Kaye and Co)
 101 Thomas (W W Wynne and Son) v Connell (Mercer and M) SJ
 100 Leach (E A Swan) v The South-Western Loan and Discount Co Ltd (J Attenborough)
 99 O'Connor (Rooks and Co) v Singer Manufacturing Co (J N Mason)
 98 Tonge and ors (Dunn and P) v Bennett Bros (Sheppard and B)
 97 Hogan (Hogan and H) v Devon Manganese Mining Co Ltd (Porter and B)
 96 Vague (Nye and G) v Bruce (H Sowton)
 95 Clark (F Heritage and Co) v Williams (Hicks and A)
 94 Derby and anr (W C Sticker) v Pentony and anr (J F Evans, In person) without jury
 93 Standard Bank of London, Ltd (Gisquet and M) v Chaffield (Denton, Hall, and Co)
 92 Dowsett (J E Wilson) v Rackstraw (Mickelthwait and Co)
 91 Municipal Permanent Building Society (Fletcher, J and R) v Edwards and anr (Saunders, H and B)
 90 Same (Same) v Curtis (Sheffield and Sons)
 89 Cobden (J Neale) v Hudson and ors (Chester, M B and G), SJ
 88 Kromy (D Wardle) v Portch (D Aston)
 87 Retallack (Same) v Lonsdale (H E Moojen)
 86 Lonsdale (H E Moojen) v Retallack (B Wardle)
 85 Box (A J Harman) v Nicoll (W G Nicholl)
 84 Stephens (Tatham, O and N) v Benjamin (T Halbert)
 83 Moir (J R Churchill) v Newman (W P Willins)
 82 Bare (Same) v Bare (W R Philip)
 81 Ward (W H Nicholls) v Evans (Gregory, R and Co)
 80 Alexander (C Turner) v English and Foreign Botale Co, Ltd (J and R Gibson)
 79 Sangster (O Vornede) v Freeman (Hicklin and W)
 78 Johnson (W Batham) v Lond and St Katharine Docks Co (W M Hacon) SJ
 77 The Anglo-Maltese Hydraulic Dock Co Ltd (Gedge, K M and M) v Cope and ors and the East Coast Iron Steamship Insurance Association (Shum and Co; Ingledeu and I) SJ
 76 Smith (Church and Co) v Smith (H Haynes)
 75 Chappell (W Eley) v Cunningham (G A Haynes)
 74 Preston (Morton and C) v Ashby (H H Banyard)
 73 Backhouse (Leasor and Co) v Nicholson (W May)
 72 Mosely (G E Carpenter) v Roberts (R Jones and Co)
 71 Sanderson (Lambert, P and S) v Hemming (Matthews and W)
 70 Powell, an infant (Bordman and Co) v Rider (J S Fowler)
 69 Lambert and ors (S A Beck) v Skotowe (Johnston and H)
 68 Swinden (H B Forbes) v Reeves (T Sampson)
 67 Bradley (Pritchard, E and Co) v Porter (Munns and L)
 66 Tattershall (Rooke and Sons) v Earnshaw (Ridsdale, C and R)
 65 Downs, Kennedy and Co (Trollope and W) v Evans (Saunders H and B)
 64 Dicker (C B Freeman) v Lewis (Lewis and L)
 63 Miller (Lindemann and Co) v North Metropolitan Tram Co (H O Godfrey) SJ
 62 Cousins and anr (T B Apps) v Whitmore (Mott and D)
 61 Angus (C O Humphreys and Son) v Bannister and Son (Hamlin and G)
 60 Williams and anr (A E Williams) v Simon (E Maniere)
 59 Forder (F C James) v Lowther (J Davis)
 58 Good, Flodman and Co (Parkers) v Robertson (Pitchard and Sons)
 57 Flower and ors (W and J Flower, and N) v Sadler (G Harcourt)
 56 Dilke and ors (W J Tiley) v Dilke (S Walshead)
 55 Cockburn (W and A R Ford) v Cockburn (Brown and W)
 54 Hughes (White, Borrett and Co) v Scott (Crump and W)
 53 Knight and anr (Stones, M and S) v Duff (C P Greenhill)
 52 Beauclerk (Haynes and Co) v Houldsworth (Field, B and Co)
 51 Morgan (Farnfield) v North Metropolitan Tram Co (H O Godfrey) SJ
 50 Diggins (R Voss) v Crowden and anr (Robinson, P and S)
 49 Willing and anr (A C Lewis) v Stechelbach (Jas Goren)
 48 Bailey (Same) v Salomons (Lewis and L)
 47 Fuller (H Keeble) v Detmold (Saffery and H)
 46 Hussey (Gisquet and M) v Dobbins (G B B Norman)
 45 Crane (Harley, Jones and J) v Lapworth (W R Philip)
 44 Cramer and Co (G S and H Brandon) v Phillips and anr (H Johnson; Benn Davis)
 43 Tilden (T Southgate) v Wallis (J S Fowler and Co)
 42 Reid (Dubois and B) v Ranta (Debenham)
 41 Harris and Wife (Johnston and H) v Macartney and Wife (A O Spanil)
 40 Leggett (Walter, Jarvis and T) v Webster (Hastie and Son) SJ
 39 Chase and ors (J and M Pontifex) v Young (A Young)
 38 Bannister (E Johnson) v Bannister (H W Christmas)
 37 Page (W H Lane) v Wright and anr (Boyer and R)
 36 Miller (Season and T) v Foulkes (Swann & Co)
 35 Griffiths (Robins and C) v Fletcher and ors (Parkers) SJ
 34 Rendell (W W Nicholson) v Bird (Shepherd and Sons)
 33 W Levett and Co Ltd, by J Worley, liqr (G Blagden) v Courtney (Willoughby and W)
 32 Gibbs and anr (G F Hudson, Matthews and Co) v Thomas (Lewis and L)
 31 Chambers (G Blagden) v Lowther (In Person)
 30 Bostelmann (F J Day) v Rawlings (Drake, Son and P)
 29 Fraser (Stones, M & S) v Cardew (Lumley and L)
 28 Young (Batty and W) v Watts (N White)
 27 Gys and ors, executors, &c. (J. F. Sweeney) v Maurel (G B and H Brandon) SJ
 26 Bromley (G C Beauchamp) v Beauchamp (G J C Lewis)
 25 Paternoster (W Hicks) v The London Tramways Co (Lind) (J O Jacobs) SJ
 24 Hussey (W Maynard) v Martin (C R B Hooper)
 23 Wehrfrits (B Chapman) v Green (Peckham and Co)
 22 Day (Keene, M and B) v Day (N White)
 21 Damon (Brighten, P and N) v Usher (R C Chapman)
 20 Nathan and Co (W H Roberts) v Dupen (Rogers and C)
 19 Lindsey and Wife (Stones, M and B) v Elliott (C F B Birchall)
 18 Groom and anr (S F Weall) v Gibbs (Brook and Co)
 17 Davis (Carr, Son and T) v Davis (G M Webberfield)
 16 Shephard and anr (M Shephard) v Foulkes (H Drew)
 15 Same (Same) v Jemmett (R S Taylor, Son and Co)
 14 Ffolliott (R Biale) v Bond (H W Davis)
 13 Harris (A Proudfoot) v Quick (W H Hudson)
 12 Bowles (W M Miller) v Cox (Harris and P)
 11 Hentley (Lest and Sons) v Hall (W Norris)

478 Pelsall Coal and Iron Co Ltd (Burton, Y H and B) v Bloomer (Andrew Wood and G)
 479 Stodholme (F R Coote) v Godden (Wilkinson and H)
 480 Lafargue and Co (W. Tatham and Son) v Pinder (Collyer Bristow and Co)
 481 Watson (Z. W. Hickin) v Watson, Kipling, and Co. Ltd. (J. J. & J. C. Allen)
 482 Harrison (A. Harrison) v Law (Purkiss, & P.)
 483 Brown (W. Maynard) v Kerfoot (B. J. Jackson)
 484 Lee (Lee & G.) v Graham (Helder, R. & G.)
 485 Smith (C. Thorp) v Walker and Wife (F L Soames)
 486 Thomas (J. C. Button and Co) v Harper (C. W. T. Yielding)
 487 Gould (G. F. Emmett) v Downes (Wills and W)
 488 Winckworth and Wife (J. H. N. Briggs) v Reed (J. H. B. Wakeling)
 489 Williams (Pawle & F) v Mercer (Lewis and L) SJ
 490 Corry (Parkers) v Holder (H. B. B. Brunner)

LEGAL NEWS.

It is stated that the health of Sir James Hannen, the President of the Probate and Divorce Court, is improving, and it is expected that he will be able to resume his judicial duties much sooner than was expected.

Mr. Justice Lindley and Mr. Ford North, Q.C., were on Tuesday sworn in before the Lord Chancellor at his country residence, Blackmoor, Petersfield, Hants, the former as a Lord Justice of Appeal and the latter as a judge of the High Court of Justice.

The *City Press* reports a case in the Lord Mayor's Court, before Mr. Woodthorpe Brandon, assistant judge, in which a defendant objected to the case being proceeded with, on the ground that plaintiff's solicitor in the action for which the costs were incurred was not upon the rolls of the court. The costs could not therefore be recovered. His lordship: Where do you find that laid down? Defendant: In your lordship's own work.

Several of the best-known firms of Birmingham solicitors have, says the *Globe*, just been made the victims of an ingenious swindle. A man having every appearance of being a gentleman has called upon them, and asked for assistance in filing a liquidation petition, representing that he lived some distance off. His custom was to enter into the minutest details as to his affairs, and subsequently induce his victims to lend him several pounds, on the plea that he had been suddenly called upon to go home to meet his auctioneer, and that he had run rather short of money. The swindler, having obtained a considerable sum in this way, has decamped, and is now supposed to be pursuing similar practices in other towns.

Mr. Justice Chitty, on taking his seat on Wednesday, stated, for the guidance of the bar and the public, that all actions with witnesses pending for trial and where briefs had been delivered to him had been transferred for trial only to Mr. Justice Kay. As to non-witness actions, he proposed to adopt the same course where he had read the briefs; but he should be happy to listen to any application made to him by the parties. In reference to any motions which had stood over from before until after the long vacation, and in which he had been engaged as counsel and had read the briefs, the actions ought also to be transferred. Where he had not read the briefs, he thought those actions ought also to be transferred if either party desired it. Where he had been engaged as counsel in a motion and the action was now set down for trial, he should be happy to accede to any similar application for transfer. Actions where judgment had been already delivered would remain in his court. As to the conduct of business, his lordship stated that he proposed to continue Friday as his motion day, and that he intended to devote next week to non-witness actions. He should adopt the rule of the Master of the Rolls as to sitting at ten, and rising so far as possible at three.

SALES OF ENSUING WEEK.

Nov. 5.—Messrs. CHINNOCK, GALSWORTHY, & CHINNOCK, at the Mart, at 2 p.m., Shares (see advertisement, Oct. 22, p. 3).
 Nov. 8.—Mr. WILLIAM HOUGHTON, at the Mart, at 2 p.m., Freehold Building Estate (see advertisement, Oct. 29, p. 957).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ROBINS.—Nov. 1, at 17, Alexandra-road, South Hampstead, N.W., the wife of Julian Robins, barrister-at-law, of a son.

SMYTH.—Oct. 27, at Alexandra Park, Oldham, the wife of T. H. Smyth, solicitor, of a son.

TERRELL.—Oct. 31, at Thames Bank, Staines, the wife of Gilbert Terrell, solicitor, of a son.

MARRIAGE.

MUNSTER.—MACDERMOTT.—Oct. 26, at Adoration Chapel, Merriott-square South, John Philip Munster, barrister-at-law, Middle Temple, to Mary Frances, daughter of the late Robert Macdermott, M.D., of Dublin.

DEATH.

WRIGHT.—Nov. 1, at The Cedars, Raling, Edward Wright, LL.D., barrister-at-law, of Flora Villa, Donnybrook, Dublin, aged 71.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Oct. 28, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Senac, Louis, Phillimore terrace, Kensington. Pet Oct 25. Pepps. Nov 16 at 12
 Upton, Lewis, Leadenhall st, Jeweller. Pet Oct 25. Pepps. Nov 16 at 12
 Williams, Robert Thomas, Jewin crescent, Brace Manufacturer. Pet Oct 25. Pepps. Nov 9 at 1

To Surrender in the Country.

Brombilla, Leone, and Henry Bradley, Lower Sydenham, Kent, Builders. Pet Sept 20. Bristow. Greenwich, Nov 11 at 1
 Elsworth, Benjamin, Low Wortley, York, Cab Proprietor. Pet Oct 25. Marshall. Leeds, Nov 9 at 11
 Kaye, John, Honley, Almondbury, York, Saddler. Pet Oct 25. Jones. Huddersfield, Nov 16 at 11
 Scott, Thomas, Eccleshill, York, Woolstapler. Pet Oct 24. Lea. Bradford, Nov 8 at 12
 Thompson, William, Horsforth, York, Butcher. Pet Oct 26. Marshall. Leeds, Nov 9 at 11

TUESDAY, NOV. 1, 1881.

Under the Bankruptcy Act, 1869.

To Surrender in London.

Brown, Rayner, Tullerle st, Hackney rd, Wholesale Boot Manufacturer. Pet Oct 27. Pepps. Nov 11 at 12.30
 Cortesi, Joseph, Whitechapel rd, Restaurant Keeper. Pet Oct 29. Haslitt. Nov 11 at 1
 Currie, Cecilia Cadogan, Barclay rd, Waltham Green. Pet Oct 27. Pepps. Nov 11 at 12.30
 Cuthbert, Richard, Langham st, Pet Oct 27. Pepps. Nov 11 at 1
 Middleton, Peter, Old Bond st, Tailor. Pet Oct 21. Haslitt. Nov 16 at 1
 Pook, William James, Woburn, Solicitor. Pet Oct 28. Haslitt. Nov 16 at 12.30
 Smith, William Gregory, Walton pl, Knightsbridge, of no occupation. Pet Oct 27. Pepps. Nov 16 at 12.30

To Surrender in the Country.

Appleton, Cornelius Lyde, Shepton Mallett, Somerset, Ironmonger. Pet Oct 28. Foster. Wells, Nov 17 at 12
 Ashman, Elijah Thomas, Twerton, Somerset, Beerhouse Keeper. Pet Oct 29. Robertson. Bath, Nov 12 at 11.30
 Bedford, John, Ramsgate, Kent, Restaurant Keeper. Pet Oct 28. Furley. Canterbury, Nov 19 at 2
 Brangwin, George Thomas, and John Arthur Brangwin, Bray, Berks, Grocers. Pet Oct 29. Darrill. Windsor, Nov 10 at 12
 Jarvis, William, Margate, Kent. Pet Oct 28. Furley. Canterbury, Nov 19 at 12
 Lowe, Peter Walker, Salford, Lancaster, Painter. Pet Oct 27. Hulston. Salford, Nov 16 at 2
 Morgans, Evan, Cilcennin, Cardigan, Farmer. Pet Oct 21. Jenkins. Aberystwith, Nov 18 at 12
 Price, Richard, Oldham, Lancaster, Joiner. Pet Oct 27. Tweedale. Oldham, Nov 16 at 3

BANKRUPTCIES ANNULLED.

TUESDAY, NOV. 1, 1881.

Beddingfield, Charles Henry, Leicester, Tobacconist. Oct 27.
 Rumble, Walter, Snodland, Kent, Manufacturer of School Stationery. Oct 29

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Oct. 28, 1881.

Abrahams, William Benjamin, Burdett rd, Bow, Ironmonger. Nov 8 at 3 at offices of Finch, Borough High st
 Armstrong, Edward, Wheatley hill, Durham, Colliery Engineer. Nov 11 at 11 at offices of Brignall, Sadler st, Durham
 Attwood, Edwin, Guildford, Surrey, Blacksmith. Nov 14 at 2 at Borough Hall, North st, Guildford. White
 Ball, James, Manchester, Drysalter. Nov 9 at 3 at offices of Southam, Cross st, Manchester
 Barlow, James, Chester, Provision Dealer. Nov 9 at 2 at offices of Cartwright, Whitefriars, Chester
 Beard, Samuel, Drakes Broughton, Worcester, Market Gardener. Nov 11 at 3 at offices of Allen and Beauchamp, Sansome pl, Worcester
 Bensusan, David Levy, Finabury pavement, Contractor for Fire Brigade Requirements. Nov 9 at 3 at offices of Wells, Paternoster row
 Bentley, Alfred, Bingley, York, Grocer. Nov 9 at 11 at offices of Lancaster and Co, Manor row, Bradford
 Boucher, George Henry, Cheltenham, Carpenter. Nov 7 at 12 at Northfield House, Cheltenham. Potter, Cheltenham
 Bowes, James William, Stockton-on-Tees, Greengrocer. Nov 7 at 11 at offices of Fowler, Bridge rd, Stockton-on-Tees
 Boyce, William, Birmingham, Coach Spring Manufacturer. Nov 10 at 3 at offices of Fallows, Cherry st, Birmingham
 Bramhall, John, Sheffield, Schoolmaster. Nov 10 at 12 at offices of Anty and Sons, Queen st, Sheffield
 Britton, Isaac, Sheffield, Merchant's Clerk. Nov 10 at 2 at offices of Ehrenfeldt, High st, Sheffield. Binney
 Brown, William, Manchester, Soap Manufacturer. Nov 9 at 11 at offices of Parker and Stocks, Norfolk st, Manchester
 Callow, Edward, jun, Lewisham, Kent, Grocer. Nov 4 at 4 at 203, High Holborn
 Standland, King st, Cheshire
 Camden, Alfred, Long lane, Bermondsey, Undertaker. Nov 16 at 3 at offices of Fowler and Co, Borough High st, Southwark
 Chadwick, Henry Frank, Manchester, Auctioneer. Nov 10 at 3 at offices of Farrington, Princess st, Manchester
 Childs, George, Potters Bar, Hay Dealer. Nov 16 at 11 at offices of Russel, Coleman at
 Clark, George, Stafford, Greengrocer. Nov 15 at 12 at offices of Twynham, Crabtree st, Stafford
 Clough, William, South Shields, Draper. Nov 8 at 2 at offices of Aitchison, Collingwood st, Newcastle-upon-Tyne
 Cockcroft, Thomas, Todmorden, York, Cotton Manufacturer. Nov 10 at 3.30 at Queen Hotel, Todmorden. Eastwood, Todmorden
 Colley, Thomas, Newcastle-upon-Tyne, Beerhouse Keeper. Nov 10 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Cooke, Alfred, Evesham, Worcester, Cabinet Maker. Nov 10 at 11 at Cross Keys Inn, Evesham. Tree and Son, Worcester
 Cracknell, Henry, Queen st, Worcester, Licensed Victualler. Nov 9 at 12 at Minors' Inn, Queen st, Dudley. Tree and Son, Worcester

Cranksaw, William, Standish, Licensed Victualler. Nov 10 at 3 at Manoria Hotel, Wigan. Parkinson
 Deacon, Alfred Andrew, Lavenham, Suffolk. Innkeeper. Nov 11 at 12 at Gildhall, Bury St Edmunds.
 Dean, Samuel, Warwick, Upholsterer. Nov 7 at 11 at offices of Sanderson, Church at Warwick
 Dobson, George, York, Cowkeeper. Nov 15 at 12 at offices of Wilkinson, St Helen's sq, York
 Ellis, John, Marlborough, Wills, Tailor. Nov 8 at 12 at offices of Rodway, Fore st, Trowbridge
 Fiddler, John, Worcester, Picture Frame Maker. Nov 5 at 4 at offices of Tree and Son, High st, Worcester
 Filbey, William, Bethnal Green rd, Butcher. Nov 16 at 11 at offices of Ratcliff, Bishopsgate st Within
 Fishman, George Tarring, Scarborough villas, Wood Green, Painter. Nov 9 at 11.30 at Unwin Arms, Tottenham lane, Hornsey. Archer, Brayard rd, Peckham
 Foster, Abraham, Lazenby Grange, nr Northallerton, Farmer. Nov 11 at 3 at Golden Lion Hotel, Northallerton. Waitall, Northallerton
 Frith, John, and John West, Manchester, Cotton Spinners. Nov 11 at 3 at offices of Sale and Co, Booth st, Manchester
 Geary, Edwin, Cannock, Stafford, Dentist. Nov 7 at 11 at offices of Duignan and Co, the Bridge, Walsall
 George, Charles, Worcester, Fruit Dealer. Nov 15 at 11 at offices of Holme, Angel st, Worcester
 Green, John, Newton Moor, Chester, Grocer. Nov 10 at 3 at offices of Drinkwater, Bidding lane, Hyde
 Green, Richard, Essendon, Herts, Miller. Nov 17 at 3 at Law Institution, Chancery lane. Maynell, Castle st, Holborn
 Greening, Charles Joseph, Birmingham, Shoe Dealer. Nov 9 at 2 at offices of Sargent and Son, Bennett's hill, Birmingham
 Gregory, David, Llanelli, Carmarthen, Grocer. Nov 11 at 11 at offices of Randell, Frederick st, Llanelli
 Gronow, Daniel, Pontypridd, Glamorgan, Shoemaker. Nov 9 at 12 at offices of Lewis, Church st, Pontypridd
 Groves, William, Jun, Shrewsbury, Innkeeper. Nov 7 at 12 at offices of Edwards, Pride hill, Shrewsbury
 Gwyer, Joseph, Blaphogate st Within, Merchant. Nov 23 at 3 at offices of Watney and Co, Clement's lane, Lombard st
 Hadfield, John, and William Hadfield, Nottingham, Shoe Manufacturers. Nov 14 at 12 at 14, Low pavement, Nottingham. Black
 Hallam, Arthur, Leicester, Harness Maker. Nov 11 at 12 at offices of Hunter and Curtis, Halford st, Leicester
 Hampson, William Simpson, Chorlton-upon-Medlock, Traveller. Nov 14 at 3 at offices of Lycroft, Brown st, Manchester
 Harries, James, Oxford st, Licensed Victualler. Nov 14 at 2 at offices of Layton and Co, Budge row
 Harland, Henry, Redcar, York, out of business. Nov 5 at 10 at Black Swan Hotel, York. Vachell, Middlesborough
 Hawke, Thomas Gages, Braishfield, Hants, Farmer. Nov 11 at 3 at offices of Kilby, Portland st, Southampton
 Heal, John George, Southsea, Hants, Wholesale Grocer. Nov 9 at 3 at 145, Cheapside, King, Portsea
 Hemmings, John Wright, Halford, Warwick, Farmer. Nov 21 at 1 at offices of Hancock and Hiron, Shipston-on-Stour
 Herbert, David, Aberdovey, Merioneth, Clerk in Holy Orders. Nov 8 at 12 at offices of Hughes and Sons, Pier st, Aberystwith
 Hinchley, William, and Isiah Hinchley, Willenhall, Stafford, Rim Lock Manufacturers. Nov 10 at 11 at offices of Clark, New rd, Willenhall
 Hind, William Blakeston, Barnard Castle, Durham, Licensed Victualler. Nov 14 at 2 at offices of Bowers and Co, Grey st, Newcastle-upon-Tyne
 Hingley, Emma, Birmingham, Fancy Draper. Nov 10 at 12 at offices of Garland, Colmore row, Birmingham
 Hoad, George Hewlett, Knighton, Radnor, Ostler. Nov 11 at 1 at Horse and Jockey Inn, Knighton. Bowles, Ludlow
 Humphreys, Daniel, Llanfyllin, Montgomery, Jeweller. Nov 15 at 1 at Queen's Hotel, New st, Birmingham. Roberts, Llanfyllin
 Huntington, Richard Henry, Goole, York, Grocer. Nov 10 at 2 at offices of Hind and Co, Goole
 Jackson, Robert, Leicester, Confectioner. Nov 16 at 3 at offices of Hineks, Bowling Green st, Leicester
 Jensen, Hans Peter Fredrik, Wadour st, Soho, Watchmaker. Nov 16 at 3 at Inns of Court Hotel, High Holborn. Levy, Surrey st, Strand
 Kidd, Thomas, Birkenhead, Chester, Grocer. Nov 10 at 2 at offices of Francis, Hamilton sq, Birkenhead
 King, Thomas Cuddington, Bedford, Hay and Straw Dealer. Nov 13 at 2.30 at offices of Ewen and Co, Park st West, Luton
 Kirk, Francis, Scarborough, York, Hotel Proprietor. Nov 9 at 3 at St Thomas's Hotel, Museum st, York. Watson, Leeds
 Lawley, Francis Charles, Victoria st, Westminster, Journalist. Nov 10 at 2 at offices of Beyfus and Co, Lincoln's Inn fields
 Leaver, James, Jun, Blackburn, Lancaster, Draper. Oct 31 at 3 at offices of Gillibrand, George st, Manchester. Scott, Blackburn
 Lees, Samuel, Dewsbury, York, Provision Merchant. Nov 15 at 10.30 at offices of Bidgway and Co, Union st, Dewsbury
 Lewis, Edward Ford, and Thomas Griffiths Lewis, Middlesborough, York, Grocers. Nov 10 at 3.30 at offices of Archer, High st, Stockton on Tees
 Lewis, James, Wills, Pork Butcher. Nov 7 at 3 at offices of Boodle, Albion bldgs, New Swindon
 Mitchell, Seth, Ossett, near Wakefield, York, Woollen Cloth Manufacturer. Nov 10 at 2 at Brayshaw's Northern Hotel, Wellington st, Leeds. Burton, Ossett
 Monkton, William Palmer, St John's rd, Hoxton, Butcher. Nov 7 at 3 at offices of Oliver, Fenchurch st
 Moore, Griffith, Bugbrooke, Northampton, Licensed Victualler. Nov 11 at 3 at offices of Becke, Derngate, Northampton
 Morris, Matthew, Westbury, Wills, Butcher. Nov 9 at 3 at offices of Ames, Frome
 Mort, Charles Frederick, Farnworth, near Bolton, Lancaster, Grocer. Nov 9 at 3 at offices of Eckersley, Mawdaley st, Bolton
 Moxon, Edmund Oliver, Wakefield, York, Plumber. Nov 9 at 11 at offices of Lake and Lake, Southgate, Wakefield
 Munday, Charles, Old Kent rd, Perambulator Manufacturer. Nov 12 at 10 at offices of Cooke, Grays inn sq
 Nelson, William, Bakewell, Derby, Innkeeper. Nov 15 at 3 at offices of Broonhead, Bakewell
 North, Christopher, Wolverhampton, Metal Dealer. Nov 4 at 3 at offices of Thorne, Old Bank Chambers, Wolverhampton
 O'Hare, Patrick, Widnes, Lancaster, Grocer. Nov 10 at 3 at Law Association, Cook st, Liverpool. Thomas, St Helena
 Price, Joseph, Hanley, Stafford, out of business. Nov 7 at 10 at offices of Ashmall, Albion st, Hanley
 Priest, Edward, Dudley Hill, nr Bradford, York, Grocer. Nov 9 at 3 at offices of Lake and Lake, Southgate, Wakefield
 Rainford, Samuel Henry, Lewisham, Kent, Cattle Dealer. Nov 15 at 3 at Masons Hall, Tavern, Masons avenue, Basinghall st
 Rawnsley, James, Clayton, Bradford, York, Grocer. Nov 7 at 2.30 at Chamber of Commerce, Market st, Bradford. Terry and Co, Bradford
 Rhodes, John, Plumber, Haywood, Lancaster. Nov 7 at 3 at offices of Simpson and Hookin, Mount st, Albert sq, Manchester
 Roberts, David, Colwyn Bay, Denbigh, Coal Merchant. Nov 9 at 1 at offices of Owen, High st, Bangor

Robertson, Hector, Mount Pleasant, North Shields, out of business. Nov 9 at 3 at offices of Macdonald, Mosley st, Newcastle-upon-Tyne
 Rose, Samuel, Ripley, Derby, Fishmonger. Nov 11 at 11 at offices of Heath, Amen alley, Derby
 Salmon, Frederick, Gateshead, Draper. Nov 9 at 1 at offices of Robson, Townhall, Gateshead-on-Tyne
 Searle, Francis, Hedhill, Surrey, out of business. Nov 9 at 3 at offices of Brewer, City rd, Finsbury sq
 Sharp, Henry William, William st, Kennington pk rd, Dairyman. Nov 17 at 2 at offices of Apps, South sq, Gray's inn
 Shaw, Edwin, Standland, Halifax, Grocer. Nov 10 at 11 at offices of Garrod, Barun-top, Halifax
 Shay, William, Fenton, Stafford, out of business. Nov 11 at 3 at offices of Sward, Chesapeake, Hanley
 Shephard, James, Dorking, Surrey, Fellmonger. Nov 17 at 11 at offices of Sadler, High st, Dorking
 Simons, Ralph, and Frederick Moses Marks, Warwick st, Holborn, Fine Art Publishers. Nov 8 at 3 at offices of Parkes, Queen Victoria st
 Skeels, William, Aldershot, Ironmonger. Nov 11 at 11 at Anderson's Hotel, Fleet st, Ewe, Aldershot
 Smith, Frank, Leamington, Warwick, Grocer. Nov 9 at 11 at offices of East, Temple st, Birmingham
 Stacey, William Urbane, Isleworth, Grocer. Nov 13 at 3 at offices of Woodbridge and Sons, Clifford's inn
 Suster, Robert, Thwaite Bridge, nr Hawes, York, Farmer. Nov 11 at 3 at White Hart Hotel, Hawes. Jefferson, Northallerton
 Swatman, Thomas, Jun, Lowestoft, Suffolk, Builder. Nov 14 at 12 at offices of Seago and Son, High st, Lowestoft
 Taylor, James, Swaffham, Norfolk, Baker. Nov 10 at 11 at offices of Palmer, Swaffham, Norfolk
 Thomas, Thomas, Cross Inn, Llandebio, Carmarthen, Builder. Nov 17 at 1 at offices of Bishop and Childs, Llandilo
 Thomas, William, Bristol, out of business. Nov 9 at 3 at offices of Clifton and Carter, Broad st, Bristol
 Tomblason, Philip Bowker, Upwell, Norfolk, Wheelwright. Nov 17 at 3 at offices of Webber, Bridge bldgs, Wisbech
 Tucker, Isaac, Middlesborough, Butcher. Nov 8 at 10 at offices of Catchpole, Argye bldgs, Wilson st, Middlesborough. Tucker
 Vaughan, William, Jun, Matreux Maker, Leicester. Nov 14 at 12 at offices of Duckby, Gallowtree-gate, Leicester
 Waterston, Joseph, Newcastle-upon-Tyne, Merchant. Nov 9 at 2 at offices of Joni, Newgate st, Newcastle-upon-Tyne
 Wheaton, William, Leeds, Surveyor. Nov 10 at 3 at offices of Hardcastle and Barnfather, Victoria sq, Leeds
 Wheatly, Robert Boyle, High Lever rd, Notting Hill, Teacher of Music. Nov 12 at 1 at offices of Warde, Chancery lane
 Whitehouse, Cornelius, Edgbaston, Warwick, Shoe Manufacturer. Nov 16 at 11 at office of Taylor, Colmore row, Birmingham
 Wightman, Richard, Newcastle-upon-Tyne, Mineral Water Manufacturer. Nov 8 at 3 at offices of Pybus, Post Office chbr, Newcastle-upon-Tyne
 Wilson, William, Stockton-on-Tees, Engineer. Nov 7 at 11 at offices of Chambers, Sadler st, Durham
 Windsor, John Mayfield, Stafford, Coal Merchant. Nov 9 at 11 at offices of Wilson, Station, Burton-on-Trent
 Winter, James John, Fulham rd, Shoemaker. Nov 10 at 3 at offices of Webb, Austin Friars
 Woollicroft, John, Hanley, Butcher. Nov 8 at 12 at offices of Tennant and Co, Chesapeake, Hanley

TUESDAY, Nov. 1, 1881.

Abrahams, James Hunt, Salisbury, Wills, Clothier. Nov 14 at 3 at offices of Jorolyns and Co, King st, Cheapside. Hodding, Salisbury
 Aldridge, James William Darnell, Ainsley ter, Lee, Pawnbroker. Nov 15 at 3 at offices of Parks, Queen Victoria st
 Allen, Thomas, Leicester, Engineer. Nov 15 at 12 at offices of Duckby, Gallowtree gate, Leicester
 Armishaw, George Watson, and Roland New, Liverpool, General Merchants. Nov 15 at 2 at offices of Harwood and Co, North John st, Liverpool. Stone and Co, Liverpool
 Armstrong, James, Hartlepool, Durham, Saw Mill Proprietor. Nov 9 at 11 at offices of Simpson, Church st, West Hartlepool
 Arnold, Francis, and John Thomas Cava, Northampton, Shoe Manufacturers. Nov 15 at 3 at offices of Walker, Market sq, Northampton
 Askell, George, Stamfordham, Northumberland, Farmer. Nov 11 at 1 at offices of Joel, Newgate st, Newcastle upon Tyne
 Bailey, Alfred, Lower Kensington lane, Lambeth, Cheesemonger. Nov 13 at 3 at offices of Fowler and Co, Borough High st
 Barnby, Thomas, Wazaford, nr Great Driffield, York, Farmer. Nov 11 at 3 at Keys Hotel, Driffield. Foster and Co, Great Driffield
 Bast, Walter Herbert, Salisbury, Wills, Bill Foster. Nov 11 at 11 at offices of Hill and Slender, Crown chmbrs, Salisbury
 Bavin, John, Metheringham, Lincoln, Farmer. Nov 10 at 11 at offices of Page, junior, Flaxgate, Lincoln
 Bland, William Mountain, Darlington, Durham, Tailor. Nov 17 at 11 at offices of Robinson, Chancery lane, Darlington
 Bull, Council, Church st, Deptford, Baker. Nov 14 at 3 at offices of Sandom and Co, Gracechurch st
 Bongers, Henry Augustus, Queen Victoria st, Colour Manufacturer. Nov 17 at 3 at offices of Munns and Longden, Old Jerry
 Boughton, Joseph Guest, Cheltenham, Surgeon. Nov 15 at 12 at Bath Hotel, Albion st, Cheltenham. Dighton, Newent
 Buchan, Charles Forbes, Bedford, Surgeon. Nov 15 at 11 at offices of Ewen and Roberts, Park st West, Luton
 Cannon, William, High st, Vauxhall, Licensed Victualler. Nov 12 at 12 at 10, Basinghall st, at Procter and Andrews, Princess st, Spitalfields
 Fausstone, Thomas, South Stoneham, Hants, Farmer. Nov 9 at 3 at offices of Shute, Portland st, Southampton
 Ferguson, James, Newcastle-upon-Tyne, Commission Agent. Nov 8 at 11 at offices of Holmes and Robson, Pilgrim st, Newcastle-upon-Tyne
 Finlaw, James, South Shields, Durham, Builder. Nov 11 at 3 at offices of Green, King st, South Shields
 Fordham, Joseph, Leyton, Essex, Builder. Nov 10 at 11 at offices of Mills, Alfred st, Bow
 Frith, John, Hollingwood, near Oldham, Lancaster, Cotton Spinner. Nov 11 at 4.30 at offices of Sale and Co, Booth st, Manchester
 Foulger, Reuben, Bridge rd, Barnes, Florist. Nov 16 at 10 at offices of Barrett, London Wall, London. Haymarket
 Gallagher, Joseph, and Peter Gallagher, Ashton-under-Lyne, Provision Merchants. Nov 15 at 3 at offices of Rawes, Baxley sq, Salford
 Garrett, Thomas, Hunadon, Hertford, Farmer. Nov 21 at 3 at offices of Armstrong, Fore st, Hertford
 Garstang, Elizabeth, Manchester, Finisher. Nov 16 at 3 at offices of Yaris and Co, Brown st, Manchester
 Collier, Meynell Cromwell, Lombard st, Financial Agent. Nov 22 at 11 at offices of Roberts, Coleman st
 Crabb, William, Littleport, Cambridge, Farmer. Nov 16 at 1.30 at Lamb Hotel, Ely
 Wilkin, Kings Lynn
 Dale, Charles Matthias, Sheffield, Cabinet Case Maker. Nov 9 at 11 at offices of Moller, Queen st, Sheffield
 Davison, Frances, Rochester, Kent, Pork Butcher. Nov 21 at 3 at Kings Head Hotel, High st, Rochester. Shakespeare, Newgate st

Edwards, Henry, Fisher-lane, Turnham Green, Dairyman. Nov 15 at 11 at Law Institution, Chancery-lane, Collins and Wilkinson, King William st.
 Edwards, Thomas, Junr, Wyndham rd, Camberwell, Grocer. Nov 9 at 3 at offices of Ody, Blackfriars rd
 Evans, Walter William, Bracknell, Berks, Harness Maker. Nov 16 at 3 at Station Hotel, Bracknell. Wheeler and Sergeant, Wokingham
 Fairless, Joseph, Junr, Side, Newcastle-upon-Tyne, Auctioneer. Nov 14 at 3 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne
 Fallows, Thomas, Birmingham, Beer Retailer. Nov 9 at 3 at offices of Parry, Colmore row, Birmingham
 Gee, Thomas, Aston, nr Birmingham, Builder. Nov 12 at 11 at offices of Jaques, Temple row, Birmingham
 Gill, William, Littleport, Cambridge, Farmer. Nov 12 at 1.30 at Lamb Hotel, Ely. Wilkin, King's Lynn
 Glynn, James, St. Mary's Cemetery, Harrow rd, Master Stonemason. Nov 17 at 2 at offices of Armstrong, Chancery lane
 Green, Mark, Leicester, Tobacconist. Nov 19 at 3 at offices of Wright, Belvoir st, Leicester
 Grieve, Walter, Newbold-upon-Avon, Warwick, Trainer of Race Horses. Nov 12 at 1 at Crewe Arms Hotel, Crewe. Fowler, Liverpool
 Haffner, Leonard, and Frederick Haffner, Litcholt, Omberley, Worcester, Farmers. Nov 14 at 11 at offices of Jones, Kennedy st, Worcester
 Hannaford, William John, Ramsgate, Snack Owner. Nov 12 at 2 at Royal Harbour Inn, Addington st, Ramsgate. Hills, Ramsgate
 Harris, Charles, Wingham, Kent, Builder. Nov 18 at 1 at Fleece Hotel, Canterbury. Parry, Ramsgate
 Hillyer, William, Cheltenham, Greengrocer. Nov 9 at 12 at 12, Regent st, Cheltenham. Billings
 Hollingsbery, Charles, East at, Victoria Park, Shoe Manufacturer. Nov 19 at 11 at 40, Churton st, Pimlico, Dutton
 Hope, John Henry, Ancosta, Manchester, Brush Manufacturer. Nov 17 at 11 at offices of Jones, Kennedy st, Manchester
 Hurst, William, Didsbury, Lancaster, Bricklayer. Nov 14 at 3 at offices of Farrington, Princess st, Manchester
 Jones, Richard Ranson, Walbrook, Commission Agent. Nov 16 at 3 at offices of Fitch, Bedford row
 Jordan, William, Commercial rd East, Window Blind Maker. Nov 11 at 3 at offices of Shearer, Basinghall st. Scott, Aldermanbury
 Lansley, John, Basingstoke, Southampton, Smith. Nov 14 at 3 at offices of Chandler and Son, Basingstoke
 Linpus, James Drinky, High st, Putney, Dairyman. Nov 14 at 3 at 3, Portugal st, Lincoln's inn fields. Morehouse, Portugal st
 Lowe, George, Leyceet, Stafford, Grocer. Nov 16 at 11 at offices of Griffith, Lad lane, Newcastle-under-Lyne
 Mannheimer, Wolfgang Gustav, Mark lane, Merchant. Nov 17 at 12 at offices of Crump and Son, Philpot lane
 Martin, George, Liverpool, Licensed Victualler. Nov 16 at 2 at offices of Knowles, Cook st, Liverpool
 Matia, George Henry, Leicester, Hay and Corn Dealer. Nov 15 at 3 at offices of Wright, Belvoir st, Leicester
 McComb, William, Wolstanton, Stafford, Ale and Porter Merchant. Nov 14 at 11 at offices of Alcock, Newcastle st, Burslem
 Mellor, Obadiah, Ladmanlow, near Buxton, Derby, Greengrocer. Nov 14 at 11 at White Bear Inn, King Edward st, Macclesfield. Cooper, Congleton
 Memmott, Walter George, Sheffield, Electro Plate Manufacturer. Nov 16 at 4 at offices of Binney and Co, Queen st chmbrs, Sheffield
 Moore, Daniel, Walsall, Stafford, Builder. Nov 16 at 3 at offices of Cotterell and Carter, Bridge st, Walsall
 Moss, John, Tunstall, Stafford, Builder. Nov 11 at 3 at offices of Hollinshead and Moody, Tunstall
 Noon, Richard, Frankfort terrace, Paddington, Newsagent. Nov 16 at 3 at offices of Welman, Westbourne grove, Bayswater
 Orvers, William, and Henry Webb, Birmingham, Bookbinders. Nov 14 at 3 at offices of Haigh, Waterloo st, Birmingham
 Porter, Hugh, Haddenham, Cambridge, Farmer. Nov 11 at 12 at Bull Hotel, Trumpington st, Cambridge. Gaches, Peterborough
 Poskitt, Mark, Kellington, near Fennybridge, York, Farmer. Nov 14 at 3 at Red Lion Hotel, Pontefract. Kaberry, Pontefract
 Priest, Enoch, Oldbury, Worcester, Coal Dealer. Nov 16 at 11 at offices of Shakespeare, Church st, Oldbury
 Pybus, Henry, Central Market, West Smithfield, Provision Salesman. Nov 22 at 3 at the Guildhall Tavern, Gresham st. Solomon, Finsbury pavement
 Ranford, Joseph, Worcester, Tinplate Worker. Nov 16 at 11 at offices of Tree and Son, High st, Worcester
 Robinson, Charles, Park Mews, Kilburn, Cab Proprietor. Nov 10 at 11 at 10, Bell yard, Fleet st. Hope
 Roe, William, Chatham, Hoopmaker. Nov 14 at 3 at the King's Head Hotel, High st, Rochester. Shakespeare, Newgate
 Rogers, William, Albert ter, King's Cross, Cab Proprietor. Nov 21 at 12 at offices of Howard, Southampton hlds, Chancery lane
 Salberg, Frederick Sigismund, Louis Salberg, and Samuel Heymann, Aldermanbury Avenue, General Merchants. Nov 24 at 3 at Cannon st Hotel, Cannon st. Goldberg and Co, West st, Finsbury circus

Sibley, Robert, Newport, Isle of Wight, Glover. Nov 16 at 12 at offices of Sole and Co, Aldermanbury. Hooper, Newport
 Shipton, Abraham, Princes rd, Notting Hill, Corn Dealer. Nov 11 at 3 at offices of Godwin, Northbidge, Finsbury. Derry, Great Winchester st
 Smerdon, Thomas, Harrow, Coal Merchant. Nov 21 at 2 at offices of Coxwell and Corp Argyll st, Roshleigh, Three Crown sq, Southwark
 Smith, George Smith, Morpeth, Northumberland, Watchmaker. Nov 10 at 11 at offices of Gillespie and Co, Westgate rd, Newcastle-on-Tyne
 Smith, Samuel, Sedgley, Stafford, Licensed Victualler. Nov 11 at 3 at offices of Stokes and Hooper, Priory st, Dudley
 Stairmand, George, Darlington, Durham, Poulterer. Nov 10 at 11 at offices of Robinson, Chancery-lane, Darlington
 Sutcliffe, William, Gosberton, Lincoln, Farmer. Nov 14 at 1 at Great Northern Inn, Surfleet. Deacon and Wilkins, Peterborough
 Taylor, William Forster, Newcastle-upon-Tyne, out of business. Nov 8 at 3 at offices of Sewell, Grey st, Newcastle-upon-Tyne
 Tonge, Charles, Saltburn-by-the-Sea, York, Livery Stable Keeper. Nov 14 at 11 at offices of Ward, Albert rd, Middlesbrough
 Truman, John, Nottingham, Upholsterer. Nov 14 at 3 at offices of Lees, Severn chmbrs, Middle Pavement, Nottingham
 Tyletsley, Robert Henry, Farnworth, Lancaster. Nov 14 at 3 at Market pl, Manchester. Clarke, Bolton
 Vickers, Tom, Ashby-de-la-Zouch, Butcher. Nov 11 at 2 at Shoulder of Mutton Inn, Market st, Ashby-de-la-Zouch. Wilson
 Walsdale, Edmund Bloxam, Porchester sq, no occupation. Nov 21 at 11 at offices of Roberts, Coleman st
 Ward, James, Chester, Fruiterer. Nov 16 at 3 at offices of Tibbits and Sons, Old Post Office pl, the Eastgate, Chester
 Wasley, Emmanuel, Brierley Hill, Stafford, Publican. Nov 12 at 10.30 at offices of Clulow, High st, Brierley Hill
 White, Frederick, Barnard's Green, nr Great Malvern, Builder. Nov 17 at 11 at Star Hotel, Upton-upon-Severn. Moores and Romney, Tewkesbury
 Williams, Mary Ann, Malvern Wells, Lodging house keeper. Nov 14 at 3 at offices of Lambert, the Promenade, Gt Malvern
 Williams, Philip, Aberaman, Aberdare, Grocer. Nov 14 at 12 at 39, Broad st, Bristol. Linton and Kenshole, Aberdare
 Williams, Richard, Wrexham, Denbigh, Farmer. Nov 15 at 3 at offices of Culshaw, Lord st, Liverpool
 Wilson, John, Leeds, Grocer. Nov 11 at 2 at offices of Middleton and Sons, Calverley chmbrs, Victoria sq, Leeds
 Wilson, Joseph, Ryther, nr Tadcaster, York, Farmer. Nov 16 at 12 at offices of Weddall and Parker, Abbey yd, Selby
 Wimbles, Richard, Liverpool, Stationer. Nov 16 at 2 at offices of Lynch and Tebar, Lord st, Liverpool
 Wiskar, Walter Christian, St James's rd, Bermondsey, Licensed Victualler. Nov 17 at 3 at offices of Wright, Walbrook
 Woolley, Joseph, Maxey, Northampton, Farmer. Nov 14 at 12 at Angel Hotel, Peterborough. Gaches, Peterborough
 Wright, Joseph, sen, Ossory rd, Old Kent rd, Licensed Victualler. Nov 19 at 3 at offices of Clapham and Fitch, Bishopsgate Without

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